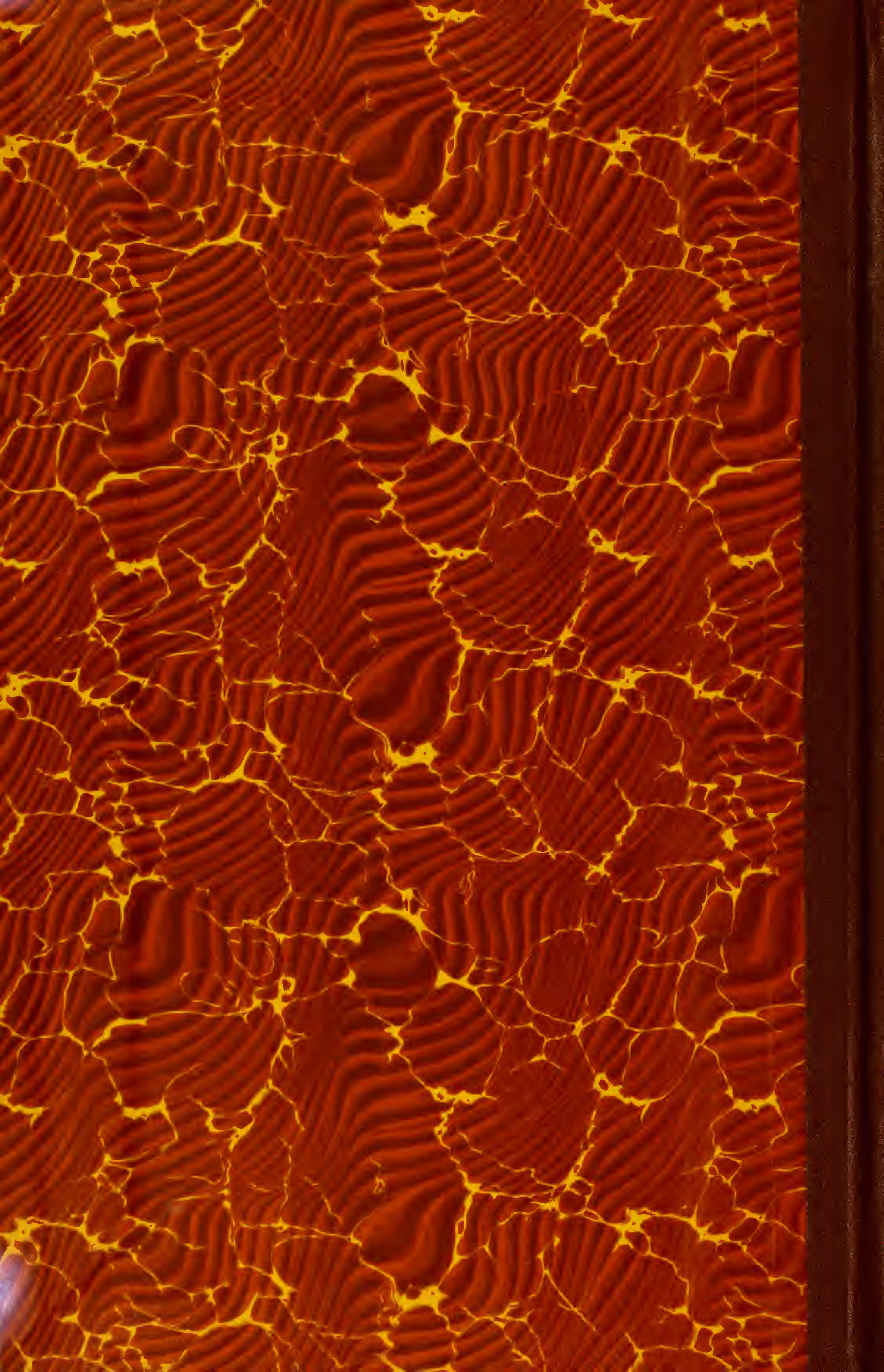

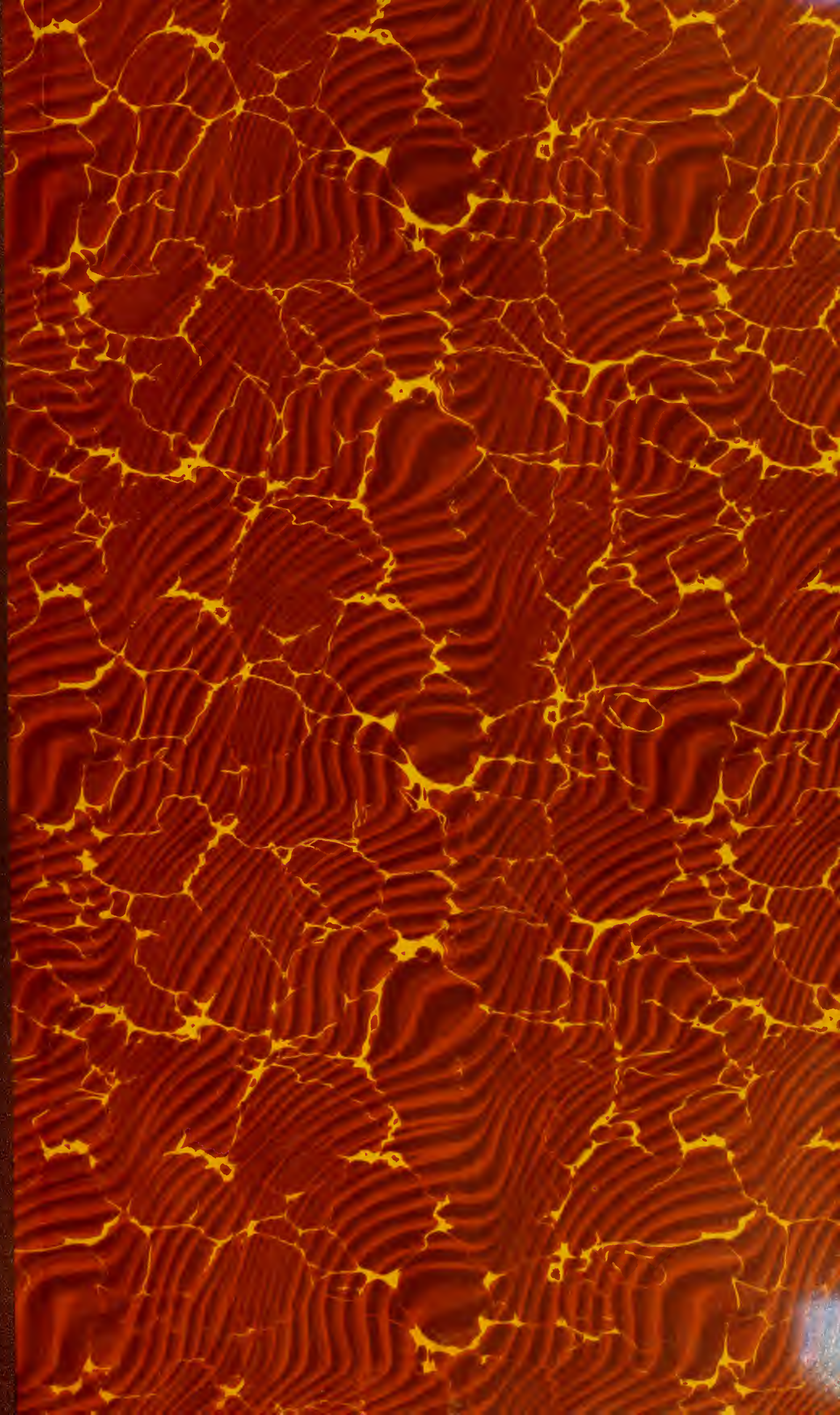

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Lib. A containing the Records of the Inferiour Court of common Pleas for the County of Hampshire from November Term 1766 (inclusive) to November Term 1770

Hampshire ss

Anno Regni Georgii Tertii Regis Magnæ Britaniæ Franciæ et Hibernia sexto

At his Majestys Inferiour Court of common pleas holden at Northampton within and for the County of Hampshire on the second Tuesday of November being the eleventh day of the said month and die in diem to the 15th day of the same month Anno Domini 1766

November Term 1766

Present	Jury for Trials	De Tal
Israel Williams Esq Thomas Williams Esq Timo Dwight Junr Esq	Samuel How foreman Eliphaz Clap Paul King Bildad Wright Thomas Smith Benoni Crafts Jonathan Ellis Aaron Phelps Junr John Holton Ebenezer Mattoon Ebenezer Billings	Josiah Clark Junr Northa in the case Kellogg or Wild Windsor Smith in the Cap Halbert or Cowan

Benjamin Leonard Junr yeoman and Joel Ely yeoman both of Springfield &c Pltfs vs John Townley of Hartford in the county of Hartford Colony of Connecticutt and merchant deft &c in a plea of the case &c (as on record of ye preceding Terms) The parties by their respective Attorneys come here and humbly pray that this Case may be further continued under the Rule untill the next Term of this Honble Court and it is considered that the Case be continued accordingly

Ely & Leonard vs Townley

Ruth Ingersoll of Willington in the county of Hartford and Colony of Connecticutt Widow Pltf vs John Ingersoll of South Brimfield in the County of Hampshire yeoman deft in a plea that he render to her Sixty pounds of Lawfull Money &c as at large on record of the last may Term and now at this time Richard Ingersoll of Willington in the county of Hartford &c yeoman Executor of ye last will and testament of ye said Ruth Ingersoll who since the commencement of this Suit hath decd comes here & prays to be admitted to prosecute this Action in ye Capacity aforesaid by John Worthington Esq his Attorney agreable to the form & effect of one Statute of this province in this case provided and it is granted him, The said John Ingersoll appears by Moses Bliss Gentleman his Attorney, and the parties humbly pray they may have a farther day before the Lord the King here untill the second Tuesday of February next ensuing and it is granted them

Ingersoll vs Ingersoll

Ruth Ingersoll &c Pltf vs John Ingersoll of South Brimfield deft in a plea of the case &c as at large on record of the last may Term and now at this time Richard Ingersoll of Willington in ye county of Hartford &c yeoman executor of ye last will and testament of ye said Ruth Ingersoll who since the commencement of this Suit hath deceased comes here & prays to be admitted to prosecute this Action in ye capacity aforesaid by John Worthington Esq his Attorney agreable to ye form & effect of one Statute of this Province in this case provided and it is granted him the said John Ingersoll appears by Moses Bliss Gentleman his Attorney, and the said parties humbly pray they may have a farther day before the Lord the King here until the second Tuesday of February next ensuing and it is granted them

Eadem vs Eundem

(2)

Porter Esq vs Cowan

Eleazer Porter of Hadley in ye County of Hampshire Esq Plt vs Ephraim Cowan lately of Pelham in the county aforesaid now of Cambridge in ye county of Albany and in ye province of New York yeoman deft in a plea of the case as heretofore recorded. The Plt appears by Elisha Porter Gentn his Attorney and the said Ephraim being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Eleazer Porter do recover — against the said Ephraim Eight pounds thirteen shillings and one penny of Lawfull Money Damages & Costs of Court taxed at two pounds and six pence & thereof &c Exn isd Decemr 13th 1766

Bedortha vs Pynchon

Joseph Bedortha junr of Springfield in ye County of Hampshire yeoman Plt vs George Pynchon of ye same Town Gentn deft in a plea of ye Case as heretofore recorded the parties by their respective Attorneys come here & humbly pray that this case be further continued under the Rule of this Honble Court until ye second Tuesday of February next and it is granted them

Halbert vs Cowan

Thomas Halbert junr of Pelham in ye County of Hampshire yeoman Plt vs Ephraim Cowan late of Pelham aforesaid yeoman deft in a plea of the case as on record of the last term, The Plt appears by Simeon Strong Gentn his Attorney, and the within Named Ephraim comes by Elisha Porter Gentn his Attorney and defends &c and for plea says that he never promised in manner and form as the Plt in his declaration has alledged & thereof puts himself on the country and the Plt likewise — Thereupon the jurors according to the form and effect of the Statutes in this case provided, returned and impanelled being demanded likewise come here, Who to say ye Truth of & concerning ye premises being duly sworn by Mr Samuel How their foreman declare upon their Oath that they find for the said Thomas ye Plt — fifteen pounds five shillings & five pence Lawfull money Damages & Costs of Suit taxed at three pounds 18/6 and thereof &c — The said Ephraim by his sd Attorney appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next & he recognizes with Surities as ye law directs for ye said Ephraim prosecuting of appeal with effect as by ye said recognizance on file it appears

Hubbard vs Cook

Joseph Hubbard of Hadley in ye county of Hampshire Gentleman Plt vs Elisha Cook of ye same Hadley Gentn deft Administrator of all the Goods & Chattels rights & credits of Moses Cook of said Hadley Gentleman deceas'd intestate deft in a plea of the case as on record of ye last Term The Plt appears by Simeon Strong Gentn his Attorney and because ye referees have not returned their award, At ye motion of ye Plt It is considered yt the Case be further continued under ye Rule until ye second Tuesday of February next

Montague & al vs Lyman Esq

Moses Montague yeoman & Noah Goodman yeoman both of South Hadley in ye County of Hampshire Plts vs Gideon Lyman of Northampton in ye same County Esq deft in a plea of ye case as heretofore recorded the Plts appear by Simeon Strong Gentn their Attorney and ye Deft by Joseph Hawley Esq, and they humbly pray that this case may be further continued until ye second Tuesday of February next, and it is granted them

Clark vs Danks Esq

Gideon Clark of Northampton in ye county of Hampshire Gentleman Plt vs Benoni Danks of Cumberland in the county of Cumberland and in ye province of Nova Scotia Esq deft in a plea of ye Case as heretofore recorded — the parties appear by their respective Attorneys and humbly pray yt this case may be further continued untill ye second Tuesday of February next and it is granted them

Robert Danks late of Southampton in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded and the parties appear by their respective Attorneys and pray that this case may be further continued until the second Tuesday of February next & it is granted them — Danks vs Danks

John Miller of Northampton in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq deft in a plea of ye case as heretofore recorded and the parties by their respective Attorneys come here & humbly pray that this case may be further continued untill ye next Term & it is considered that ye said parties have a day before ye Lord ye King here until ye second Tuesday of February next ensuing — Miller vs Eundem

Samuel Mather of Northampton in ye county of Hampshire Esq Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq Deft in a plea of ye case as heretofore recorded and at ye motion of ye parties it is ordered that ye case be continued and ye said parties have a day before ye Lord the King here until ye second Tuesday of February next ensuing — Mather vs Eundem

Caleb Strong of Northampton in ye county of Hampshire Gentleman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq deft in a plea of ye case as heretofore recorded, at ye motion of ye said parties it is ordered that ye case be further continued and ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Strong vs Eundem

Jonathan Clap of Northampton in ye County of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland & in ye province of Nova Scotia Esq. deft in a plea of ye case as heretofore recorded — At ye motion of ye parties it is ordered that ye case be further continued and ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Clap vs Eundem

David Sacket of Westfield in ye county of Hampshire yeoman Plt vs Benoni Danks of Cumberland in ye county of Cumberland and in ye province of Nova Scotia Esq deft in a plea of ye case as heretofore recorded And at ye motion of ye said parties It is ordered that ye case be further continued and ye said parties have a day before ye Lord the King in this court until ye second Tuesday of February next ensuing — Sacket vs Eundem

Thomas Andrews & Hezekiah Leavitt both of Hingham in ye county of Suffolk Gentlemen Plt vs Robert Hamilton of Chesterfield in ye county of Hampshire yeoman deft in a plea of ye case as at large on record & At ye motion of ye parties it is ordered that ye said parties have a day before ye Lord ye King in this court until ye second Tuesday of February next ensuing — Andrews vs Hamilton

Zebulon Hearick late of Springfield now of Chesterfield in ye county of Hampshire yeoman Plt vs James Phillips of Springfield in ye same county yeoman deft in a plea of the case as at large on record the parties appear & the referees to whom this case depending between ye sd parties was referred now report in manner following viz We do award & determine ye The sd Zebulon Hearick recover of the said James Phillips ye sum of thirteen pounds thirteen shillings & costs of Court also costs of this reference amounting to one pound nineteen shillings & eight pence of lawfull money therefore it is considered by ye Court that ye sd Zebulon do recover against ye sd James thirteen pounds thirteen shillings of lawfull money Damages & cost of court & cost of the reference allowed in ye whole to be four pounds six shillings & two pence of lawfull money & thereof &c Exn is Nov 25th 1766 — Hearick vs Phillips

Worthington vs Pease

William Worthington of Springfield in ye County of Hampshire Gentn Plt vs Joseph Pease of Suffield in ye county of Hampshire Trader Deft, in a plea of ye case as heretofore recorded the said William being three times publickly called to come into court and prosecute his said Action ~~against~~ said Joseph is Nonsuit & the said Joseph in like manner defaulted & ye Action is dismissed accordingly

Slebbins vs Hitchcock

Joseph Slebbins of Springfield in ye county of Hampshire yeoman Plt vs Ebenezer Hitchcock junr of Springfield in ye same County yeoman deft in a plea of the case as heretofore recorded the Plt appears by John Worthington Esq his Attorney — The said Ebenezer being three times publickly called to come into court makes default of appearance here — — — Therefore it is considered by ye court that the sd Joseph do recover against the said Ebenezer the sum of fifteen pounds nine shillings & ten pence of lawfull money damages & cost of Court taxed at two pounds one shilling and four pence — — The said Ebenezer afterwards now at this same term comes here by Daniel Hitchcock Gentn his Attorney and appeals from ye judgment of this court to the Superiour court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Surities as ye Law directs for ye said Ebenezers prosecuting ye appeal with effect as by ye said recognizance on file it appears

Gibbs vs Carnachan

John Gibbs of Blandford in ye county of Hampshire yeoman Plt vs Samll Carnachan of Blandford afores yeoman deft in a plea of the case as heretofore recorded The Plt appears, and because the Referees to whom this case was referred have not brought in their award humbly prays that this case may be further continued under the same rule, ~~and it is granted~~ Until ye second Tuesday of February next and it is granted him

Perkins vs White et al

Phinehas Perkins of Granville in ye county of Hampshire yeoman Plt vs Phinehas Tinker of said Granville yeoman and Ebenezer White of Westfield in ye same county yeoman defts, in a plea of Trespass as heretofore recorded The parties come here by their respective Attorneys & humbly pray that this Case may be further continued untill ye next Term of this Honble Court, and it is considered that ye case be continued accordingly

Hamilton vs Hitchcock

Henry Hamilton of Granville in ye county of Hampshire yeoman Plt vs George Hitchcock of Springfield in ye same County Deputy Sheriff deft — in a plea of ye case as heretofore recorded, The Plt appears by John Worthington Esq his Attorney & the deft being three times publickly called to come into Court makes default of appearance here . . . Therefore it is considered by ye Court that the sd Henry do recover against the said George Seven pounds ten shillings 9¼ of lawfull money damages & cost of Court taxed at two pounds 10/8 & thereof &c . . The said George afterwards now at this same term comes here & appeals from ye judgment of this court to ye Superiour Court of judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as ye Law directs for his prosecuting ye appeal with effect as by ye said recognizance on file it appears

Warriner vs Eundem

Nathaniel Warriner of Wilbraham in ye county of Hampshire yeoman Plt vs George Hitchcock of Springfield in ye same county Deputy Sheriff deft in a plea of ye Case as on docket of ye preceding Term, the Plt appears by John Worthington Esq & the sd George being three times publickly called to come into Court makes default of appearance here Therefore it is considered by ye Court that ye sd Nathaniel recover against ye sd George the sum of thirteen pounds ~~thirteen~~ three shillings 2½ of Lawfull money damages & cost of court taxed at two pounds 6/8

The sd George afterwards now at this same term comes here in his proper person and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of ~~February~~ September next & he recognizes with Surities as ye Law directs for his prosecuting ye appeal with effect as by sd recognizance on file it appears

John Burt of Springfield in ye county of Hampshire yeoman Plt vs — George Hitchcock of Springfield in ye same county yeoman deft in a plea of ye case as heretofore recorded the said John being three times publickly — called to come into Court and prosecute his said Action against ye said George is nonsuit, and ye said George in like manner defaulted & ye Action is dismissed accordingly

{Burt vs Hitchcock

Benjamin Day Gentr & Margaret Jones Gentlewoman both of Springfield in ye county of Hampshire Executors of ye last will & Testament of Cornelius Jones late of ye Springfield Gentr dec Plts vs Bildad Fowler of Westfield in ye Co. county yeoman deft in ye plea of ye case as at large on record the parties come here and because the referees to whom this case was referred have not brought in their award humbly pray that this case may be continued under the same rule until the next term. And it is ordered that the case be further continued and the ye parties have a day before ye Lord ye King in this Court until ye second Tuesday of February next ensuing

{Jones's Exors vs Fowler

Oliver Partridge of Hatfield in ye county of Hampshire Esq Plt vs George Hitchcock of Springfield in ye same county yeoman deft, in a plea of ye case as heretofore recorded the Plt appears by John Washington Esq his attorney & the deft being three times publickly called to come into Court makes default of appearance here and ye Court having seen ye Bond declared on and ye Condition thereof, Therefore it is considered by ye court that the said Oliver Partridge Esq do recover against the said — George Hitchcock the sum of Four thousand pound Debt and that he may have his Execution for ye sum of Fifty two pounds sixteen shillings of lawfull money L 52 16 being ye sum of ye Debt which appears due upon Chancery &c ~~Bonds~~, & cost of this Suit taxed at two pound Nine shillings & four pence & thereof &c Exed is 25th Novr 1766

{Partridge vs Hitchcock

Benjamin Colton of Springfield in ye County of Hampshire yeoman Plt vs James Shelden of Springfield & in ye county of Hampshire yeoman deft in a plea of Trespass as at large on record and the parties now come here, And the referees now report in manner following (Viz) We do award and determine that ye said James ye Deft pay the said Benjamin ye Plt Ten Shillings In full consideration of ye Trespass done & costs of Court & also cost of this reference which is taxed at Two pounds five shillings Lawfull Mny

Therefore it is considered by the court that ye said Benjamin do recover against against ye said James the sum of Ten Shillings Lawfull Money Damages & all Costs and thereof he may have his Exed &c

{Colton vs Shelden

Benjamin Day Gentr & Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of ye last will & testament of Cornelius Jones late of ye Springfield Gentr deceasd Plts vs Benjamin Colton of ye said Springfield in ye same County yeoman deft in a plea of ye Case as heretofore recorded And now come here ye ye parties, and the referees now report in manner following Viz/ We do find & award that ye said Benjamin deft is indebted & do pay to ye ye Plts the Sum of three pounds seventeen Shillings 9½ of Lawfull Money Damages & costs of court & costs of this reference being Eighteen Shillings -- Therefore it considered by ye court that ye ye Benjamin & Margaret Executors &c do recover against ye said Benjamin Colton ye sum of three pounds seventeen shillings 9½ of lawfull money damages & cost of Court & reference taxed at three pounds and two pence & thereof &c Exed is 29th April 1767

{Jones Exors vs Colton

Nathaniel Taggart yeoman & James Taggart yeoman both of Blandford in ye County of Hampshire & David McMurray & Jane McMurray both of ye Blandford infants & Children of George McMurray late of Blandford aforesd dec & Susannah McMurray his wife who was formerly Susannah Taggart & is dec & which ye David & Jane ye infants sue by Jane Taggart of ye Blandford their Grandmother and next friend Plts vs Sylvanus Percy of Westfield in ye said County yeoman deft in a plea of Ejectment as heretofore recorded The said parties appear and pray that this case may be further continued

{Taggart vs Percy

Jaggars vs Percy

untill the next Term of this Honble Court, and it is ordered that ye case be continued & the said parties have a day before ye Lord the King in this court until the second Tuesday of February next ensuing

Hitchcock vs Hitchcock

Spring Samuel Hitchcock of Springfield in ye county of Hampshire yeoman Plt vs George Hitchcock of said Springfield in ye sam County yeoman deft in a plea of ye case as heretofore recorded The Plt appears by John Worthington Esq his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance here . . . Therefore it is considered by ye Court that the said Samuel do recover against the said George ye Sum of twenty seven pounds eleven shillings 10/4 of Lawfull money Damages & cost of court taxed at two pounds 1/2 & thereof &c ——

The said George afterwards now at this same Term comes here in his own person and appeals from ye judgment of this court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next & he recognized with Sureties as ye law directs for his prosecuting the appeal with effect as by the said recognizance on file it appears

Goodman vs Goodmans Admrs

Samuel Goodman of South Hadley in ye county of Hampshire husbandman a minor under ye age of twenty one years who sues by Elias Lyman his Guardian Plt vs Rebecca Goodman of South Hadley aforesaid widow & relict of Thomas Goodman late of ye South Hadley dec & Noah Goodman of said South Hadley yeoman administrators on the estate of ye Thomas Deft in a plea of the Case as heretofore recorded The parties appear by their respective Attys and humbly pray that this case may be continued under ye same rule, because the referees to whom this case was refered have not made any Reports Therefore it is ordered by ye Court that ye said parties have a day before the Lord the King in this court until the second Tuesday of February next

Scripture vs Jackson

Simeon Scripture of Coventry in ye County of Windham and in the Colony of Connecticutt Trader Plt vs Joseph Jackson of Boston in ye County of Suffolk Trucksman deft in a plea of ye Case as heretofore recorded The Parties come here by their respective attornies named at ye last Term And two of the Referees heretofore appointed viz Samuel Adams and William Phillips Esquires having signified to this Court that they have declined the Service of arbitrating upon the Case Therefore at the motion of ye said Parties it is ordered that Messieurs Jonathan Mason and James Lovel both of Boston be and they are hereby appointed in ye room of those Gentlemen Who have declined And the award of the said Mason Lovel & Gray (who was first appointed) or any two of them is to be final and the said parties have a further day before ye Lord the King in this Court until the second Tuesday of February next

Backus Esq vs Perkins No 1

Ebenezer Backus of Norwich in ye County of New London & in ye Colony of Connecticutt Esq Plt vs James Perkins of Boston in ye county of Suffolk yeoman in a plea of Trespass on ye case for that Jonathan Mason of said Boston Merchant for ye said Ebenezer Backus at Northampton aforesaid on ye twenty ninth day of August anno Domini 1765 according to ye usage & custom of Merchants a certain writing commonly called a policy of Insurance caused to be made wherein it is contained, That ye said Jonathan Mason for ye said Ebenezer Backus as well in his own Name as for & in ye name & names of all & every other person or persons to whom ye same did might or should appertain in part or in all did make Insurance & caused himself & them & every of them to be insured lost and not lost the sum of one Hundred pounds lawfull money at & from St Eustatia to

Anguilla or Turks Island and at and from thence to Norwich upon ye Sloop Allyance & Cargo whereof was Master under God for said Voyage Cyra Bishop or whosoever else should go for master in ye said Vessel or by whatsoever other name or names ye same Vessel or ye master was or should be named or called beginning the adventure upon ye sd Vessell and Cargo as aforesaid & to continue & endure ye — Voyage aforesaid & until said Vessell should be arrived & moored at Anchor twenty four hours in safety; And it should be lawfull for ye Vessell & Cargo in sd Voyage in Cases of extremity and distress to proceed & sail and touch at any ports or places — whatsoever without prejudice to ye said Insurance; Touching ye Adventures & perils which they the insurers were contented to bear and took upon them in sd Voyage they were of ye Seas, men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons — Letters of mart, and Counter mart, Surprizals, Takings at Sea, arrests, restraints and Detainments of all kings, princes, and people of what Nation, Condition, or Quality soever, Barretry of ye Master (unless ye assured be master of ye said Vessell) and Mariners, and of all other perils Losses & Misfortunes that had then, or should come to ye hurt Detriment or Damage of the said Vessell & Cargo, or any part thereof, and in Case of any Loss or Misfortune it should be lawfull for ye Assureds, their Factors, Servants & Assigns to sue Labour and Travel for in & about ye Defence & Safe-Guard & recovery of said Vessell & Cargo, or any part thereof, without prejudice to ye said Insurance; To ye Charges whereof they the Insurers would each one according to ye rate & quantity of his sum therein assured; And that in Case of an Average Loss not exceeding Ten pounds per Cent, the Assurers by agreement with ye Assured were not to pay or allow any thing towards such Loss: And in Case of any Loss the Money to be paid in Ninety days after proof of ye same, And it was agreed by them the Insurers that said writing or Policy of Insurance should be of as much force & Effect as ye surest writing or policy of Assurance theretofore made in Lombard Street, or in ye Royal Exchange, or elsewhere in London: And so ye Insurers were Contented & did thereby promise & bind themselves each one for his own part their Heirs, Executors and Goods, to ye Assured their Heirs, Executors, Administrators & Assigns for ye true performance of ye Premises, Confessing themselves paid ye Consideration due unto them for said Insurance by ye assureds at & after ye rate of five pounds per Cent, And ye said Ebenezer saith that afterwards to wit on the same twenty ninth day of August aforesaid in ye year aforesaid at said Northampton the said James Perkins had notice of ye said writing of Insurance made as above set forth, and thereupon in Consideration that ye said Ebenezer Bakus had then & there paid him ye sd James the premium of one Hundred pounds lawfull money according to ye tenour of ye aforesaid writing of Assurance & promised to perform all things contained in ye writing of Assurance aforesaid on the part of ye assured to be performed &c the said James then & there subscribed ye same writing of Assurance & became Assurer according to ye tenour of said writing for one hundred pounds; & then and there promised ye said Ebenezer that he the said James would well and truly perform all & singular ye Agreements aforesaid in the said writing of Assurance mentioned on ye part of the Assurers to be performed, as to ye sd one hundred pounds: And ye said Ebenezer Bakus avers that at ye said time when said Insurance was made as aforesaid he was owner of one half of said Vessell & Cargo And he further saith that on ye Seventh day of August aforesaid the said — Vessell by Storms & Dangers of ye Seas was forced from her Anchors in the Road of the Island Eustatia aforesaid, and drove on shore upon said Island with ye Cargo and

(Backus Ea vs Perkins)

Backus
ex vs
Perkins

Both the said Vessell and Cargo were utterly lost and Destroyed: of all which the said James Perkins on the Second day of January Anno Domini 1766 at said Northampton had Notice and proof; And the said Ebenezer avers that at the said Time of making the Policy and Insurance aforesaid he had no Notice or advice of the Loss of said Vessell and Cargo as aforesaid and altho he the said Ebenezer hath well and duly performed all things on his part by Virtue of said writing of Assurance to be performed according to ye Tenour & true Intent of said writing: Yet ye said James Perkins hath never paid him the aforesaid Sum of one hundred pounds or any part thereof tho often Requested but wholly refuses to pay it. To the damage of the said Ebenezer Backus the Sum of one Hundred and fifty pounds — The Plt appears by Messieurs Huntington and Strong Gentleman his Attornies and the Deft by Moses Bliss Gentleman his Attorney comes and defends the force and injury when &c and reserving to himself Liberty to wave this his plea on the Tryal of ye appeal & plead ye General Issue pleads and says the Bond declared on is not his Act and deed & thereof puts himself on ye Country. And the said Ebenezer Backus consenting to ye foregoing Reservation of ye said James says that ye plea by the said James above pleaded and the matters therein contained are not sufficient in Law to oblidge him ye said Ebenezer to answer thereto to which plea and ye matters therein contained the said Ebenezer Backus is under no necessity nor bound by ye Laws of ye Land to answer & this he is ready to verify wherefore for want of a sufficient plea in this behalf said Ebenezer prays judgment and that his damages by reason of ye premises & his Costs may be adjudged to him. And the deft says his plea is Sufficient Thereupon all the premises being seen and fully understood by ye Court of the Lord the King now here, for that it appears to the said Court that the plea aforesaid of the said James Perkins by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Ebenezer Backus from proceeding in his said Action against the said James Perkins or from his Damages aforesaid .... Therefore it is considered by the Court that ye said Ebenezer Backus do recover against the said James Perkins the sum of one Hundred and fifty pounds of Lawfull Money Damages and Cost of Court taxed at three pounds six shillings & thereof he may have his Execn —— The said James Perkins by Moses Bliss Gentn his Attorney appeals from ye judgment of this court to the Superiour Court of judicature to be holden at Springfield within and for the the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said James prosecuting the appeal with effect as by said Recognizance on File it appears

Perkins
et al
vs
Goldthwait
No 2

Jabez Perkins of Norwich in ye County of New London and in the Colony of Connecticutt Trader and Simeon Perkins late of said Norwich Trader, Plts vs Ezekiel Goldthwait of Boston in ye County of Suffolk Esquire deft in a plea of trespass on ye Case for that Jonathan Mason of said Boston Merchant for ye said Jabez Perkins & Simeon Perkins at Northampton aforesaid on the twenty ninth day of August — Anno Domini 1765 according to ye usage & Custom of Merchants a certain writing commonly called a policy of insurance caused to be made wherein it is contained That the said Jonathan Mason for the said Jabez Perkins & Simeon Perkins as well in their own name as for & in the Name & names of all & every other person or persons to whom ye same did, might, or should appertain in part or in all, did make Assurance & caused himself & them & every of them to be insured, Lost or not Lost the sum of Three Hundred pounds lawfull money at & from St Eustatia to Anguilla or Turks Island

Perkins & al vs Goldthwait

Island and at and from thence to Norwich upon the Sloop Allyance & Cargo; Whereof was Master under God for said Voyage Ezra Bishop or whosoever else should go for Master in the said Vessell, or by whatsoever other name or names the same Vessell or the Master thereof then was or should be named or called, Beginning ye Adventure upon the said Vessell and Cargo as aforesaid & to continue & endure ye Voyage aforesaid and untill said Vessell should be arrived & moored at Anchor twenty four Hours in Safety: and it should be Lawfull for the Vessell and Cargo in said Voyage in Cases of Extremity and Distress to proceed & sail to & Touch at any ports or Places Whatsoever without prejudice to ye said Insurance. Touching ye Adventures and Perils which they the Insurers were contented to bear & took upon them in said Voyage they were of the Seas Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons Letters of Mart and Counter Mart, Surprizals, taking at Sea, Arrests Restraints & Detainments of all Kings, Princes, & People of what Nation Condition or Quality soever, Barratry of ye Master (unless ye Assured be owner of said Vessell) and Mariners, & of all other Perils Losses & Misfortunes that had then or should come to ye Hurt, Detriment or damage of ye said Vessell and Cargo or any part thereof, And in Case of any Loss or Misfortune it should be Lawfull for the Assured, their Factors, Servants and Assigns to sue Labour and Travel for in and about ye Defence Safeguard and Recovery of said Vessell and Cargo or any part thereof without Prejudice to ye said Insurance: To ye Charges whereof the the Insurers would Contribute each one according to the Rate & Quantity of his Sum therein assured And that in Case of an Average Loss not exceeding Ten pounds per Cent the Assurers by Agreement with the Assured were not to pay or allow any ~~such~~ thing Towards such Loss, and in case of any Loss the money to be payd in Ninety days after proof of the same, And it was agreed by them the Insurers that said writing or Policy of Assurance should be of as much force & Effect as ye most writing or Policy of Assurance theretofore made in Lombard Street or in ye Royal Exchange or elsewhere in London: And so the Assurers were contented and did thereby promise and bind themselves each one for his own part their Heirs Executors & Goods to the assured their Executors, Administrators & Assigns for the true performance of the premise confessing themselves paid the Consideration due unto them for said Assurance by ye Assured at & after the Rate of five pounds per Cent, And ye said Jabez and Simeon say that afterwards, to wit on the same twenty ninth day of August aforesaid in ye Year aforesaid at said Northampton the said Ezekiel had Notice of ye said writing of Assurance made as above set forth and thereupon in Consideration that the said Jabez and Simeon had then & there paid him ye said Ezekiel the Premium for Seventy five pounds Laidfull Money according to the Tenor of the aforesaid writing of Assurance & ~~promised to perform all things contained in ye~~ writing of Assurance aforesaid on ye part of ye Assured to be performed He the said Ezekiel then and there subscribed ye same writing of Assurance and became Assurer according to the Tenor of ye writing for Seventy five pounds & then & there promised ye said Jabez and Simeon that he ye said Ezekiel would well & truly perform all & singular ye Agreements aforesaid in ye said writing of Assurance mentioned on ye part of ye Assurers to be performed as to the said Seventy five pounds, And the said Jabez and Simeon aver that at ye said time when said Insurance was made as aforesaid they were owners of one half of said Vessell & Cargo: And they further say ye on the Seventh day of August aforesaid the said Vessell by Storms & Dangers of

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Perkins et al vs Goldthwait

Of ye Seas was forced from her Anchors in ye Road of ye Island of St Eustatia aforesaid & drove on Shore upon said Island with her Cargo & both the said Vessell and Cargo were utterly Lost and destroyed: of all which ye said Ezekiel on the Second day of January Anno Domini 1766 at said Northampton had Notice and Proof: And the said Jabez & Simeon aver that at ye said Time of making the Policy & insurance aforesaid they had no Notice or Advice of the Loss of said Vessell & Cargo as aforesaid: and altho they ye said Jabez & Simeon have well and truly performed all things on their part by Virtue of said writing of Assurance to be performed according to ye Tenor & true intent of said writing, yet ye said Ezekiel hath never paid them ye aforesaid Sum of Seventy five pounds or any part thereof tho often requested but wholly refuses to pay it — To ye Damage of ye said Jabez Perkins & Simeon Perkins the Sum of One hundred pounds

The Pltfs appear by Messieurs Huntington & Strong their Attys And ye Deft comes here by Moses Bliss Gentn his Attorney & defends &c and prays judgment of ye said writ because he pleads first ye the said Jabez & Simeon in their declaration have not expressy alledged that the policy of Insurance therein mentioned was made in ye Name of Jonathan Mason, therein also mentioned on ye sole account & risk of the said Jabez & Simeon, nor that ye said Jabez & Simeon at ye Time of making the policy were solely interested therein all which by Law they ought to have done, Secondly because ye said Jabez and Simeon in their said declaration "allege" that Jonathan Mason of said Boston Merchant for ye said Jabez Perkins & Simeon Perkins at Northampton aforesaid on ye Twenty ninth day of August A D 1765 according to ye Usage & Custom of Merchants a certain writing commonly called a policy of Insurance caused to be made wherein it is contained that ye said Jonathan Mason for ye said Jabez Perkins and Simeon Perkins as well in their own Name as for & in ye name & names of all & every other person or persons to whom ye same did might or should appertain in part or in all did make Assurance and caused himself & them and every of them to be insured lost or not lost ye Sum of three hundred pounds lawfull money which is absurd contradictory & repugnant. Thirdly, because by ye sd Jabez & Simeons own shewing in their said declaration it appears, that ye said Jonathan Mason caused himself to be insured the said Sum of Three Hundred pounds mentioned in said Policy, & the said Jabez & Simeon only bring said Action and ye said Jonathan Mason is not a party to the same or joined therein which he ought to have been, All which the said Ezekiel is ready to verify, wherefore he prays judgment of said Writ & that ye same may be quashed & for his Costs. Whereupon & premises being seen it appears to ye Court that ye plt writ is good & well brought and the same is not abated. Saving which if overruled the said Ezekiel reserving Liberty to wave this his plea on ye Trial of the appeal & plead ye General Issue says ye Bond declared on is not his Act and Deed and thereof puts himself on ye Country, And the said Jabez & Simeon consenting to ye abovesaid reservation of the said Ezekiel say that the plea of ye Deft above pleaded and the matters therein contained are not sufficient in Law to hold them to answer thereto to which said plea and the Matters therein contained the Pltfs are under no Necessity nor bound by ye Law of ye Land to answer & this they are ready to verify wherefore for want of a sufficient plea in this behalf the Pltfs pray judgment and that their damages by reason of ye Premises and their Costs be adjudged to them. And the Deft says his plea is sufficient

Thereupon all and singular the Premises being seen and fully understood by the Court of ye Lord the King now here, for that it appears to the said Court that

That the plea aforesaid of the said Ezekiel by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude ye said Jabez & Simeon from prosecuting in this said Action against ye said Ezekiel, or from his damages .... Therefore it is considered by ye Court that the said Jabez Perkins and Simeon Perkins do recover against the said Ezekiel Goldthwait the Sum of One Hundred pounds of Lawfull Money Damages and Cost of Court taxed at three pounds -7/4 & thereof he may have his Exo

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The said Ezekiel Goldthwait by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth — Tuesday of September next and he recognizes with Sureties as the Law directs for the said Ezekiels prosecuting ye appeal with effect, as by said Recognizance on file it appears

Edward Pynchon of Springfield in ye County of Hampshire Gentleman Pltf vs William Richardson of Munson in the County of Hampshire yeoman & Stephen Hatch of Monson aforesaid yeoman Deft in a plea of the case for that the said William and Stephen at Springfield aforesaid on the twenty sixth day of August A 1765 by their Note for Value received promised the said Edward to pay him Two pounds seven shillings and four pence Lawfull Money by the first day of May then next ensuing with lawfull interest till paid Yet the said William and Stephen tho often requested, refuse to pay it, To the Damage of the said Edward the sum of Nine pounds The Pltf appears by Jonathan Bliss ~~junr~~ Genlm his Attorney, and the Defts being three times publickly called to come into Court make default of appearance here ... Therefore it is considered by ye Court that the said Edward do recover against the sd William and Stephen the Sum of two pounds ten shillings & 1/2 of Lawfull Money Damages and Cost of Court taxed at one pound sixteen shillings and eight pence & thereof Execon is d 22d Decemr 1766

Pynchon Esq vs Richardson et al No 3

Benajah Stephenson of Springfield in ye County of Hampshire yeoman Pltf vs — Jonathan Worthington of Springfield in ye same County yeoman Deft in a plea of ye Case for that the said Jonathan on first Day of October instant oweing the said Benajah Six pounds seven shillings and eight pence lawfull money according to ye account annexed to ballance ye same account in Consider=ation thereof he ye said Jonathan then and there promised said Benajah to pay him the same on demand, And also for that the said Jonathan at Springfield afores on the first day of October last past in Consideration that the said Benajah at the special Instance and request of the said Jonathan would deliver to the said Jonathan one other Hogshead of Molasses than that mentioned in the Accompt annexed to be sold and disposed of by the said Jonathan for ye use and Benifit of ye said Benajah for Hire & reward to be therefor paid by ye said Benajah to said Jonathan he the said Jonathan assumed upon himself & then and there promised the sd Benajah that he the said Jonathan would sell and dispose of the said Hogshead of Molasses last mentioned for the Benefit and profit of the said Benajah and would be accountable for it to ye said Benajah on demand. And the said Benajah giving Credit to ye same promise of ye said Jonathan then afterwards on ye same day delivered the same Hogshead of Molasses of the Value of eight pounds sixteen shillings Lawfull money to ye said Jonathan for the purpose aforesaid and ye said Jonathan in Consideration thereof then and there promised the said Benajah to sell and dispose of the same to ye use Benifit & profit of ye said Benajah and rend a him a reasonable accompt therefor on demand And also for that the said Jonathan there afterwards on ye same day being indebted to the said Benajah in other eight pounds sixteen shillings for one other Hogshead of the

Stephenson vs Worthington No 4

Molasses then and there sold and delivered to him at his request he the said Jonathan in Consideration thereof then and there promised said Benajah to pay him the Value of the same sum in Grain by the first day of April then next coming And also for that the said Jonathan on ye first day of October (then) instant at sd Springfield owing ye sd Benajah other eight pounds sixteen shillings like money for one other Hogshead of Molasses by him ye said Jonathan before ye time at his special instance and request had & received of ye said Benajah to ye use of ye said Benajah & therefor to render him a reasonable account on demand he ye said Jonathan then and there in consideration thereof promised ye sd Benajah to pay him ye same sum on demand And also for that ye said Jonathan thereon the said first day of October last in consideration sd Benajah had there before ye time at ye special instance & request of ye sd Jonathan bought of one David Well for ye said Jonathans use & delivered to him one other Hogshead of Molasses of ye Value of Nine pounds sixteen shillings like money and ye said Benajah had also then & there for ye use & Benifit of sd Jonathan & for payment of ye same Hogshead of Molasses & at his special instance and request made & given to ye sd David his ye sd Benajahs promissory Note under his own hand for ye same sum & thereby promised sd David to pay him ye Value of ye same sum in Grain by ye first day of April then next ensuing for Value received he ye sd Jonathan there on ye sd first day of ~~April last~~ October promised ye sd Benajah ye he would within ye Term last mentioned pay to ye sd David ye Contents of ye same note for the Benefit of sd Benajah & to his use & thereby save him harmless & indemnified from payment of ye same & every part there of yet ye said Jonathan hath not sold or disposed of ye Hogshead of Molasses in ye second count mentioned for ye Use and Benifit of sd Benajah nor rendered him any account therefor nor has he paid ye several sums aforesaid nor has he contented to ye sd Benajah therefor or satisfied him in any part altho' often requested but he neglects and refuses to do it to ye Damage of ye sd Benajah ye Sum of Nine pounds The Pltf appears by Jonathan Bliss ~~junr~~ Gentn his Attn and ye Deft comes by Moses Bliss Gentn his Attn & defends the and reserving to himself Liberty of waiving this plea and pleading any new matter on ye Trial of ye Appeal says that the Bond declared on is not his deed and hereof puts himself on ye Country, and ye sd Benajah consenting to ye aforesaid reservation says ye he for any thing by the said Jonathan in his plea above alledged ought not to be precluded from having a maintaining his Action aforesd against ye sd Jonathan, because he says that ye same plea and ye matters therein contained are an insufficient Answer to his declaration & that he is not obliged nor holden by Law to make any Answer thereto wherefore for want of a sufficient plea in this Behalf he ye sd Benajah prays judgment of ye plea aforesaid & ye Damages & Costs be allowed him, And ye sd Jonathan says his plea is Sufficient, Therefore all & singular the Premises being fully seen & understood by ye Court of ye Lord ye King now here for ye it appears to the sd Court that ye plea aforesaid of ye said Jonathan by him in manner & form above pleaded & ye matters therein contained are not sufficient to preclude ye sd Benajah from proceeding in his said Action against ye sd Jonathan or from his Damages aforesaid . . Therefore it is considered by ye Court that the said Benajah do recover against ye said Jonathan ye Sum of Six pounds seven shilling and eight pence of Lawfull Money Damages and Costs of Court taxed at one pound fiftten shillings & six pence, and thereof he may have his Execn, The said — Jonathan by his Attorney aforesaid appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next, and he recognizes with Surities as ye Law directs for ye said Jonathans prosecuting ye appeal with effect as by said Recognizance on file it appears

Stephenson vs Worthington

William Brown of Palmer in ye County of Hampshire Husbandman Pltf vs James McKurdy late of Palmer aforesaid & in ye county of Hampshire yeoman Deft in a plea of Trespass on ye Case & whereupon ye sd William complains that whereas ye said James on ye twenty eighth day of July last at Palmer aforesaid was indebted to ye said William in thirty eight pounds lawfull money of our province of the Massachusetts Bay in New England for so much money by the sd James to ye use of ye said William at said Palmer had and received and being so indebted he ye said James in Consideration thereof promised ye said William that he would pay the sd Thirty eight pounds to ye said William when requested, but neglects to pay it to ye Damage of ye said William the sum of Forty five pounds The Pltf appears by Jonathan Bliss ~~junr~~ Gentleman his Attorney and ye said James being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by ye Court that ye said William do recover against ye said James ye sum of thirty eight pounds Lawfull Money Damages and Cost of Court taxed at one pound 10/4 & thereof he may have his Execn

Brown vs McKurdy No 13

Richard Alsop of Middletown in ye County of Hartford and Colony of Connecticutt Trader Pltf vs Job Alvord of Springfield in ye County of Hampshire Gentleman, deft in a plea of ye case for that the sd Job at a place called Middletown (viz) at Springfield aforesaid on ye thirteenth Day of September Anno Domini 1763 by his note of that date for Value received promised ye said Richard to pay him ye sum of Nine pounds ten shillings Lawfull Money within three months from ye Date and if not then paid ye Lawfull Interest thereof after till paid & Also for ye the said Job at ye same Middletown (viz) at Springfield aforesaid on the second day of July A D 1764 by his other Note for Value recevd promised ye sd Richard to pay him one other Sum of thirteen pounds ten shillings lawfull money within three months from ye Date & if not then paid ye Lawfull Interest of ye same sum after ye time of payment till paid. And also for ye ye said Job at ~~said~~ Springfield on ye nineteenth day of November A D 1764 by his other note of that date for Value Recd promised said Richard to pay him one other sum of twenty pounds ten shillings Lawfull Money within three months from ye Date together with ye Lawfull Interest thereof after ye time of payment till paid yet ye said Job neglects it. to ye Damage of ye said Richard ye sum of fifty five pounds The Pltf appears by Elisha Porter Genr his Attorney and the Deft being three times publickly called to come into Court makes — default of Appearance here . . . Therefore it is considered by the Court that the sd Richard do recover against ye sd Job the sum of Forty eight pounds six shillings 10/4 & Cost of Court taxed at ~~two~~ pounds ~~[illegible]~~ 6/10. Execn is 18. Novr 1766

Alsop vs Alvord No 6

Richard Alsop of Middletown in ye County of Hartford and Colony of Connecticutt Trader Pltf vs Job Alvord Gentleman & Azariah Alvord yeoman both of Springfield in ye County of Hampshire Defts in a plea of ye Case for that the sd Job & Azariah at said Springfield on ye first day of October current being justly indebted to ye sd Richard in ye sum of Seventy two pounds Thirteen shillings and ten pence Lawfull Money to Ballance accounts according to ye account ~~[illegible]~~ an

Idem vs Eundem et al No 7

Alsop vs Alvord Ciay

Annexed to the Pltf Writ they ye said Job & Azariah then and there in consideration thereof promised the sd Richard to pay him ye same sum on Demand. Yet tho' often requested neglect and refuse to do it, To ye Damage of ye said Richard the sum of Eighty pounds. The Pltf appears by Elisha Porter Gentr his Attorney and ye Deft being three times publickly called to come into Court make default of Appearance here. Therefore it is considered by ye Court that the said Richard do recover against ye said Job & Azariah the Sum of Seventy two pounds 13/10 of Lawfull Money Damages Cost of Court taxed at Two pounds eight shillings and two pence & Thereof &c Execr is 18th Nov 1766

Marshall vs Gaylord No 8

John Marshall of South Hadley in the County of Hampshire yeoman Plt vs Nathaniel Gaylord of sd South Hadley in ye same County yeoman Deft in a plea of ye Case for that the sd Nathaniel at sd South Hadley on ye Twentieth day of March A 1765 by his note for value rec promised said John to pay him two pound 1/3 Lawfull Money within three months, & with interest afterwards till paid Yet ye said Nathaniel tho' often requested neglects to do it To ye Damage of ye said John four pounds ye Plt appears by Elisha Porter Gentr his Attorney and ye Deft being three times publickly called to come into Court make default of appearance here Therefore it is considered by ye Court that ye said John do recover against ye said Nathaniel Damages and Cost of Court taxed at one pound 8/1 & thereof &c

Wells & al vs Risley No 9

Samuel Wells Gentr David Hills yeoman Jonathan Hills jun yeoman John Wells yeoman & Jonathan Wells yeoman all of Hartford in our County of Hartford & Colony of Connecticutt Plts vs Samuel Risley of Greenfield in the County of Hampshire yeoman deft in a plea ~~of the Case~~ that the said Samuel Risley render to ye sd Samuel Wells David Hills Jona Hills John Wells & Jona Wells ye Sum of £19: 10: 1 which to them he owes & unjustly detains. And whereupon the Plts say that at our Superiour Court of Judicature holden at Hartford within & for our said County of Hartford on ye first Tuesday of September in ye third year of our Reign by the judgment of ye same Court they recovered against ye said Samll by ye name of Samll Risley of sd Hartford The sum of forty shillings for their Damage by reason of a certain Trespass & also for ye sum of Seventeen pounds 10/1 for their costs & Charges by them about their Suit in ye Behalf expended whereof ye said Samll is convict as by ye Record thereof in our said Court there remaining is fully manifest & appears which judgment yet remains in its full force & effect not satisfied nor reversed and altho' ye Plts afterwards sued out two writs of Execn thereon yet ye sums aforesd recovered were never levied thereby nor any part thereof & ye same are long since returned unsatisfied & the same sums wholly unpaid, whereby an Action hath accrued to ye Plts at said Northampton to demand & have of ye sd Samuel the sd Nineteen pounds 10/1 nevertheless ye sd Samll tho' often requested hath never paid ye same or any part thereof to ye Plts or either of them but hitherto hath & still neglects it to ye Damage of ye sd Samll David Jona John & Jonathan Twenty five pounds

the

Wells et al vs Risley

The Pltf appear by Justin Ely Gentn their Attorney and ye said Samuel Risley being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that ye Pltf do recover against the sd Samll Risley Nineteen pounds 10/1 of Lawfull money Debt & cost of Court taxed at Two pound 6/8 & thereof &c

The said Samll Risley afterwards now at this same Term comes here by Simeon Strong Gentn his Attorney & appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with Surities as ye Law directs for ye sd Samuels prosecuting ye appeal with effect as by said recognizance on file it appears

McClintock vs Bragg et al No 10

George the Third by the Grace of God King &c To the Sheriff of our County of Hampshire &c

Whereas Thomas McClintock of Ware in ye County of Hampshire yeoman before our Justices of our inferiour court of common pleas holden at Springfield within & for ye County of Hampshire on ye twentieth day of May in ye sixth year of our reign by ye Consideration of our said Justices recovered judgment against David Brewer of Brookfield in ye County of Worcester Gentn for the sum of £13 lawfull Money Damages & Two pounds 2/11 for Costs and Charges by him about his Suit in that behalf expended whereof ye said David is Convict as to us appears of record & althô judgment thereof be rendered & Execn accordingly granted thereupon yet the same returned into our said Court by Thomas Moor a Deputy Sheriff under Garner Chandler Esq Sheriff of our said County of Worcester that he had made search and could not find within his Precinct ye Body of ye sd David nor his Goods or Estate whereon to levy ~~the~~ the said Execn so ye Execution above sd remained wholly unsatisfied & the sd Thomas McClintock now avers that ye sd judgment is in full force & unpaid whereof ye same Thomas hath supplicated us to provide remedy for him in ye Behalf now to ye End that justice be done. We command you to make known unto Moses Bragg yeoman & James Smith yeoman both of Brookfield in our said County of Worcester who were surities for ye said David upon ye Original process not only for his appearance but also for his abiding by & performing of ye judgment aforesaid that they be before our Justices of our said Inferiour Court of Common pleas to be holden within and for our said County of Hampshire at Northampton on the second Tuesday of November next to shew cause if any they have wherefore the said Thomas McClintock ought not to have his Execution against them the sd Moses and James for his damages and Costs aforesaid & further to do & receive that which our said Court shall then consider. And the Sheriff returns that he summoned the sd Moses & James accordingly

The Pltf appears by Joshua Upham Gentn his Attorney and ye said Moses Bragg & James Smith being three times publickly called to come into Court make default of appearance here. Therefore it is considered by ye Court that ye said Thomas may have his Execution in due form of Law against ye sd Moses & James for sixteen pounds 12/11 of lawfull money Debt & cost of Court taxed at one pound 7/8 & thereof &c

The said Moses & James now afterwards at this same Term come here by Daniel Hitchcock Gentn their Att and appeal from ye judgments of this Court to the Superior Court of judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next and he recognizes with Surities as ye Law directs for ye sd Moses & James prosecuting ye appeal with effect as by said recognizance on file it appears

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Deland vs Green No 11

Obadiah Dealand of Brookfield in ye County of Worcester yeoman Plt vs Caleb Green of South Brimfield in ye County of Hampshire yeoman deft in a plea of ye Case for that sd Caleb at Northampton aforesd on the twenty ninth day of September last past by his note of that date for Value received promised said Obadiah to pay him or order £1:12 on demand with interest also for ye said Caleb by his other note of that date for Value recivd promised sd Obadiah to pay him or order One pound 16/7 on demand with interest. But refuses & neglects it To ye damage of ye sd Obadiah five pounds. The Plt appears by Joshua Upham Gentn his Attd and the Deft being three times publickly called makes default of appearance in Court . . Therefore it is considered by the Court that ye said Obadiah do recover against ye sd Caleb three pounds 9/4 Cost of Court taxed at one pound 19/6 & thereof &c — Execn id 31st Decemr 1766

Hitchcock adm vs Pease No 12

Caleb Hitchcock of Brookfield in ye County of Worcester yeoman Plt vs Nathaniel Pease of Enfield in the County of Hampshire yeoman Deft in a plea of ye Case for ye said Nathaniel at said Springfield on ye first day of November A 1760 justly owed said Relatiah then living three pounds 10/2 according to the account hereto annexed . in Consideration thereof said Nathaniel promised sd Relatiah then Living to pay him on demand, yet hath never paid it to said Relatiah whilst Living nor to said Caleb since Relatiahs Death but refuses to pay it to ye Damage of ye sd Caleb adm four pounds The Plt appears by Moses Bliss Gentn his Attd and the said Nathanael being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that the said Caleb do recover against the said Nathanael three pounds 10/2 of Lawfull money Damages & Cost of Court taxed at One pound 7/8 & thereof &c . Execn id 10th June 1767

Newport vs Billings No 13

Amos Newport of Hatfield in ye County of Hampshire Labourer Plt vs Joseph Billings of Hatfield in ye same County Gentleman deft in a plea of Trespass whereon ye said Amos Complains & says that sd Joseph at sd Hatfield on ye first day of December last past with force and Arms an Assault made on him ye sd Amos he then and there being in our peace & him the sd Amos he ye said Joseph then and there with force & arms falsely imprisoned and restrained of his Lawfull Liberty contiuuing the aforesaid Trespass as to the false imprisonment and restraining him ye sd Amos of his Liberty for ye space of six months then next following & many other wrongs & injuries to him the sd Amos he then & there did contrary to Law & against our peace To the Damage of ye sd Amos One Hundred pound — The Plt. appears by Moses Bliss Gentn his attorney — And the said Joseph Billing by Simeon Strong Gent. his attorney comes into Court and humbly prays the leave of this Hon ble Court to impart to the next Term of ye Court that he may have opportunity to make his defence to and it is granted him And the said parties accordingly have a day before the Lord the king here until the Second Tuesday of February next enuing.

Leonard vs Jones No 14

Elisphalet Leonard of Springfield in ye County of Hampshire Gentleman Plt vs Benjamin Jones of the same Springfield & County yeoman deft in a plea of ye Case for that sd Benjamin at said Springfield on ye twenty eighth day of March A 1765 by his note of ye date for value recivd promised said Elisphalet to pay him forty five shillings and four pence on demand with interest till paid out

But neglects & refuses so to do — To ye Damage of ye said Eliphalet three pounds
The Plt appears by Moses Bliss Gent his Attorney — and the said Benjamin } Leonard
being three times publickly called to come into Court makes default of } vs
appearance here therefore it is considered by ye Court that the sd Eliphalet } Jones
do recover against the said Benjamin Two pound 9/8 of Lawfull Money
Damages & cost of Court taxed at one pound 15/8 & thereof &c ... Execon is April 27 1767

John Anderson of South Brimfield in ye County of Hampshire yeoman } Anderson
Plt vs Moses Gilbert of Brookfield in ye County of Worcester yeoman deft } vs
in a plea of the Case for that the said Moses at South Brimfield on ye twenty } Gilbert
eighth day of August last passed by his Note of Hand of that date for Value } No 15
received promised ye said John to pay him ye sum of Thirteen pounds 6/8 —
Lawfull Money within one month from ye date of said note Yet the said Moses
tho often requested has never paid said sum to the said John But unjustly
neglects to do it To the damage of ye sd John sixteen pounds — The Plt
appears by Moses Bliss Gent his Attorney — And the deft by Joshua
Upham Gentleman his Attorney comes & defends &c and say ye Plt writ
aforesaid is bad & ought so be abated because he says that the sd Plt has not
in his said Writ declared that the said Moses hath not paid any part of ye
Sum therein declared on which he ought so have done which said Moses
by his said Attorney is ready so verify wherefore for want of a sufficient
Writ in this Behalf he prays judgment of ye Writ aforesaid that the
same be abated & that he be allowed his Costs — Thereupon ye Premises being
seen & fully understood by ye Court of ye Lord ye king now here for that it appears
so the said Court of ye said Lord ye king that ye ~~plea aforesaid of ye said Moses~~ aforesaid Writ of ~~sd~~ John
is bad and not well brought it is considered ~~that the same be~~ and it is hereby abated —
~~and the matter therein contained are sufficient in Law to preclude the sd~~
~~John from maintaining his aforesaid Action maintained against the said Moses~~
~~Therefore it is considered that ye said John by his plea aforesaid have no~~
~~thing but that he be in mercy~~ It is also considered that ye said Moses do recover
against ye said John one pound 2/6 of Lawfull Money allowed him with
his assent for his Costs in defending the Suit of ye said John and thereof
he may have his Execon — The said John by his Attorney appeals from
the judgment of this Court so the Superiour Court of judicature so be holden
at Springfield within and for the County of Hampshire on ye fourth
Tuesday of September next, and he recognizes with Sureties as the Law
directs for ye said Johns prosecuting the appeal with effect as by said recognizance
on file it appears

Joseph Williston ~~—~~ of Springfield in ye county of Hampshire yeoman Plt vs } Willington
Timothy Burbank of Springfield in ye same County yeoman Deft in a plea } vs
of ye Case for that the said Timothy at said Springfield on ye eight day of August } Burbank
(then) Current by his promissory note under his hand of that date for Valueed } No 16
promised the said Joseph so pay £4 Lawfull Money on demand Yet hath
neve paid it but neglects so do it To ye Damage of the said Joseph five pounds
The Plt appears by John Worthington ~~Gent~~ Esq his Attorney ~~&~~ And the said —
Timothy being three times publickly called so come into court makes default
of appearance sure — Therefore it is considered by the Court that the
said Joseph do recover against the said Timothy four pounds of Lawfull
Money Damages & Cost of Court taxed at one pound 14/8 & thereof &c

Execon is 25th Novr 1766

(10)

Cooley vs Parsons No 17

David Cooley of Palmer in ye County of Hampshire yeoman Pltff vs Moses Parsons late of Middletown in ye County of Hartford and Colony of Connecticut Gent Deft in a plea of Covenant broken for that the said Moses at Springfield in said County of Hampshire on ye eighteenth day of June A 1765 by his deed of that date under his hand & Seal in Court to be produced in Consideration of thirty one pounds 10/ Lawfull Money paid him by sd David the receipt whereof ye said Moses thereby acknowledged (he ye sd Moses) did give, grant, sell & convey unto ye said David Cooley his Heirs and assigns forever one whole share or right of Land to contain one sixty third part of ye Township (he) ye said Moses) purchased of ye Committee of this our province of ye Massachusetts Bay which Township is commonly called Number seven and lies partly in our sd County of Hampshire and partly in our County of Berkshire in which share or right is included Lott Number Nine surveyed & laid out there & ye residue thereof is yet lying in common & undivided to have & to hold the same to ye said David & his Heirs to his & their Use and Behoof forever, and the sd Moses did then & there by ye same deed covenant with ye said David his Heirs & assigns that he ye said Moses then was lawfully seized in Fee of the premises that they were free from all Incumbrances that he ye said Moses then had good right to sell & convey the same Land to sd David and that he ye said Moses would warrant & defend the same to ye said David his Heirs & assigns forever against ye Lawfull Claims & Demands of all persons. And the said David avers & declares that at ye time of making sd deed as aforesaid the sd Moses was not lawfully seized in Fee of the premises, that the same were not free of Incumbrances & that the said Moses had not then or ever since Good right to sell or convey ye same to ye said David and that he the said David cannot lawfully hold or enjoy the same Land by the sd deed And so ye said Moses hath broken his Covenant aforesaid and not kept ye same — To ye Damage of ye said David fifty pounds

The parties appear by their respective Attorneys and humbly pray that this case may be continued until ye next Term and it is granted them accordingly And the said parties have a day before ye Lord ye King here until the second Tuesday of February next ensuing

Keith vs Shaw No 19

John Keith of Hartford in ye County of Hartford and Colony of Connecticut yeoman Pltff vs William Shaw of Palmer in ye County of Hampshire yeoman deft in a plea of ye Case for that the sd William at Springfield on ye twenty fourth day of August A 1765 by his promissory note in writing under his hand of that date for Valued promised sd John to pay him Ten pounds Lawfull money on demand, yet hath never paid ye same but neglects it to ye Damage of ye sd John fifteen pounds, — The Pltff appear by John Worthington Esqr his Attorney and the deft being three times publickly called to come into Court makes default of appearance here —

Therefore it is considered by ye Court that ye sd John do recover against the said William £10 of Lawfull money Damages & cost of Court taxed at two pound 4/6 & thereof &c, Exon isd 29th April 1767 Alias isd 11th Augt 1767 for ye

Hubbard vs Robbins No 20

Joseph Hubbard of Hadley in ye County of Hampshire Gent Pltff vs Asa Robbins of Warwick in ye same County yeoman in a plea of Trespass on ye Case for that said Asa at sd Northampton on ye twenty eight

Eight day of June A 1763 by his note of that date for Value received promised one Ephraim Perry to pay him or order five pounds 12/16 Lawfull Money within twelve months from y Date with Lawfull Interest till paid and afterwards to wit on the first day of Augt A 1765 said Ephraim by his indorsement on sd note ordered the Contents thereof then due & unpaid to be paid to Pltf. of all which sd Asa had Notice, and became liable to pay sd Contents to sd Joseph & then in Consideration thereof promised sd Joseph to pay him y same on Demand, But wholly refuses to do it, To y Damage of y said Joseph Eight pounds. The Pltf appears by Simeon Strong ~~Johnathan Huntington~~ Gentr his Atterney, And the Ds Asa being three Times publickly called makes defautt of appearance in Court. Therefore it is considered by y Court that y said Joseph do recover against y said Asa Seven pound 7/0 of Lawfull money Damages & costs of Court taxed at one pound 12/5 & thereof &c — — — Exton is ds 27th Decr 1766

Hubbard vs Robbins

Ephraim Kellogg of Amherst in y County of Hampshire yeoman Pltff vs Noah Weld of said Amherst and County of Hampshire yeoman deft in a plea of the Case wherein said Ephraim says that the aforesaid Noah at said Amherst on the Sixth day of October ~~instant~~ last did knowingly keep & retain a certain Brown Cow accustomed to push at pursue Gore and wound Horses which said Cow afterwards to wit on the day & year last aforesaid at Amherst aforesaid being then the proper Cow of sd Noah did so grievously push gore and wound with her Horns the sd Ephraims Grey Mare of the price of fourteen pounds then and there found to wit in said Ephraims Close in said Amherst that the Same Mare instantly died in said Close To the damage of sd Ephraim Twenty pounds. The Pltff appears by Simeon Strong Gentr his Attorney And y sd Noah by Messieurs Huntington & Bliss Gentlemen his Attonies comes and defends the force and Injury when &c and for plea saith he is not guilty in manner and form as the Pltff in his declaration hath alledged & thereof puts himself on y Country and the Pltff likewise — Thereupon the jurors at this Time according to the form and effect of the Statutes in this case provided returned and impanelled being demanded likewise come here, Who to say y truth concerning the Premises being duly sworn by Samuel How their foreman declare upon their Oath that they find for y said Noah costs of suit Therefore it is considered by the Court that the said Noah do recover against the said Ephraim of Lawfull money allowed him with his Assent for his Costs in defending the suit of the said Ephraim and therefore The said Ephraim by Simeon Strong Gentr his Att appeals from y judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Sureties as the Law directs for the sd Ephraims prosecuting the appeal with effect as by sd recognizance on file it appears

Kellogg vs Weld No 24

Isaac White late of Greenwich in y County of Hampshire yeoman Pltff vs Joseph Ballard late of New Salem in y same County afores now resident at a place called East Hoosuck in y County of Berkshire yeoman Deft in a plea that y said Joseph

ven

White vs Ballard No 22

White vs Ballard

lender to said Isaac Two Hundred and Thirty pounds lawfull money of our province of the Massachusets Bay in New England which to him he owed and ought him unjustly detains & whereon said Isaac says the sd said Joseph at said Greenwich on sd sixteenth day of September A 1766 by his Bond under his hand & Seal of that date in Court to be produced by the name of Joseph Ballard of East Roosuck in sd County of Berkshire in sd province of the Massachusetts Bay in New England acknoledged himself bound and Obligded to said Isaac by sd Name of Isaac White late of Greenwich in sd County of Hampshire in sd province aforesaid in sd sum of two Hundred & Thirty pounds to be paid said Isaac on demand Yet sd said Joseph tho often requested hath never paid the same but neglects it To sd damage of sd said Isaac Two hundred & forty pounds — The plt appears by Simeon Strong Gent his Attorney And sd Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that sd Isaac do recover against the said Joseph £230: of lawfull money Debt and Cost of Court taxed at Two pound 11/2 & thereof &c

The sd Joseph afterwards now at this same Term comes here by Daniel Hitchcock Gentleman his Attorney & appeals from sd judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for sd County of Hampshire of sd fourth Tuesday of September next ensuing. And he recognizes with Surities as the Law directs for the said Josephs prosecuting the appeal with effect as by said recognizance as on file it appears

Smith vs Goddard et al No 23

Peter Smith of Amherst in sd County of Hampshire yeoman Plt vs David Goddard yeoman & Ichabod Dexter yeoman both of Athol in sd County of Worcester Defts in a plea of sd Case for that the sd David & Ichabod at said Amherst on sd Tenth day of January A 1765 by their Note of that date promised said Peter for Value rec'd payable forty seven pounds 9/1 of Lawfull money on or before sd Tenth day of January then next with interest till paid Yet said David & Ichabod tho often requested have never paid it but neglect to do it, to the damage of the sd Peter Sixty pounds The plt appears by Simeon Strong Gent his Att And the Defts being three times publickly called to come into Court make default of appearance here Therefore it is considered by the Court that sd said Peter do recover against the sd David and Ichabod fifty two pounds 15/1 of Lawfull money Damages and Cost of Court taxed at one pound 14/9 & thereof he may have his Execn — — The said David & Ichabod afterwards now at this same Term come here by Elisha Porter Gentleman their Attorney and appeal from sd judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on sd fourth Tuesday of September next and he recognizes with Surities as the Law directs for the said David & Ichabods prosecuting sd appeal with effect as by said recognizance as on file it appears

Nash vs Fay No 24

Jonathan Nash junr of Amherst in sd County of Hampshire yeoman Plt vs Jonas Fay of Hardwick in sd County of Worcester yeoman deft in a plea of sd Case for that said Jonathan & said Jonas on the Tenth day of June A 1765 at said Amherst reckoned & accounted together off & concerning divers sums of money before that time due from said Jonas to said Jonathan & then in arrear & unpaid on sd stating of which account sd said Jonas was found in arrear to said Jonathan in the sum of two pound 19/2½ lawfull money and being so in Arrear said Jonas promised sd Jonathan in Consideration thereof to pay him sd said sum on Demand. Yet said

yet said Jonas has never paid it to the Damage of ye said Jonathan five pounds
The Pltf appears by Simeon Strong Gentr his Attorney. And the Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that the said Jonathan do recover against
the said Jonas two pounds 7/2¼ of lawfull money damages and Cost of Court
taxed at One pound 14/9 and thereof &c. The said Jonas afterwards now at this same
Term comes here by Daniel Hitchcock Gentr his Attr and appeals from the judge-
-ment of this Court to the Superiour Court of judicature to be holden at Spring-
-field within and for the County of Hampshire on ye fourth Tuesday of September
next ensuing and he recognizes with sureties as the Law directs for the said Jonas
prosecuting the appeal with effect as by sd recognizance on file it appears

Nash vs Fay

Isaac White late of Greenwich in ye County of Hampshire yeoman Pltf vs Jonathan
Moffat of Greenwich in ye same County yeoman in a plea of ye Case for ye
whereas the said Isaac at sd Greenwich on the last day of may A 1766 was posse-
-sessed of one Brass Kettle of the Value of two pounds 8/ & one Cart with ye proper
furniture to wit wheels Bands & Boxes of ye Value of Twenty four shillings and
one Hundred & fifty pounds of Flax of ye Value of eight pence per pound one
feather Bed worth forty shillings one Pigeon nets worth 8/ one fire shovel worth
6/ one square Table worth 6/ one wooden bottle worth 2/ one Pillion worth 6/ one
Clavis and Pin worth 8/ as of his own goods and Chattels & being so possessed thereof
afterwards to wit on ye sd last day of ~~[illegible]~~ last past at said Greenwich came into ye
Hands & possession of sd Jonathan by finding Nevertheless sd Jonathan knowing
all sd goods & Chattels to be ye proper good & Chattels of sd Isaac & intending sd Isaac
of all his goods and Chattels to defraud hath not yet delivered sd goods or any of them
to sd Isaac but there afterwards to wit on ye last day of September all sd good & Chattels
converted & dispos~~ed~~ to his own use & Benefit To ye Damage of sd Isaac Twenty pounds
The Pltf Isaac by Simeon Strong Gentr his Attorney And ye said Jonathan ~~[illegible]~~
by Moses Bliss Gentr his Attorney come here and refer ye Case to ye final determination
and Award of Nathaniel Peck Gentr Luke Hitchcock Gentr & Nehemiah Kind
yeoman all of Greenwich or any two of them (Arbitrators mutually chose by
the said parties) to be made upon the premises and returned into Court as soon
as may be & the case is continued in ye mean Time & the sd parties have a day before the
Lord ye King here untill the second Tuesday of February next ensuing —

White vs Moffat No 25

Ebenezer Harvey of Northfield in ye County of Hampshire yeoman Pltf vs
Benoni Farrand of Sunderland in ye same County yeoman deft in a plea
of ye Case for that sd Benoni at sd Sunderland on the twelfth day of November —
A 1765 by his note of that date for Value rec promised sd Ebenezer to pay him six
pounds 13/6 lawfull money on demand with interest till paid But ye said Benoni
neglects & refuses to do it To the Damage of sd Ebenezer Ten pounds — The Pltf appears
by Simeon Strong Gentr his Attr And ye sd Benoni being three times publickly called
to come into Court makes default of appearance here — Therefore it is considered
by ye Court that the sd Ebenezer do recover against ye sd Benoni seven pound 19/10
of Lawfull Money Damages & cost of Court taxed at one pound 16/4 & thereof &c

Harvey vs Farrand No 26

Jonathan Morton of Hatfield in ye County of Hampshire Gentr Pltf vs Ephraim
Smith of Athol in ye County of Worcester Gentr deft in a plea that ye sd Ephraim
render to sd Jonathan £60 lawfull money which said Ephraim owes & unjustly detains
from

Morton vs Smith No 27

(22)

Morton vs Smith

— From ye sd Jonathan, & ye sd Jonathan complains that ye sd Ephraim on ye second day of August A 1764 at Northampton aforesaid by his bond dated the day & year above sd in Court to be produced bound himself by ye name of Ephraim Smith to sd Jonathan Morton in ye sd Sum of fifty pounds of lawfull money to be paid on demand Yet sd Ephraim tho often requested has never paid ye same But refuses & neglects to do it, to ye Damage of sd Jonathan fifty pounds — The Pltf appears by Elisha Porter Gentr his Attr And the said Ephraim being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye said Jonathan do recover against the sd Ephraim Twenty nine pound 8/3 lawful money debt and cost of Court taxed at one pound 12/2

Execon sd 22 Novr 1766

Sartwell vs Rice No 28

Nathaniel Sartwell of Hatfield in ye County of Hampshire yeoman Pltf vs Samuel Rice of Charlemont in ye County of Hampshire yeoman deft in a plea of the Case for that sd Samuel at Springfield in ye County of Hampshire on the sixteenth day of January last past by his Note of that date for Value recd promised said Nathaniel to pay him or order three pounds lawfull money at or before the first day of April then next Yet said Samuel Neglects it To ye Damage of the said Nathaniel Six pounds — The Pltf appears by Daniel Hitchcock Gentr his Attr and the sd Samuel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by ye Court that the said Nathaniel do recover against the said Samuel three pound of lawfull money Damages & cost of Court taxed at one pound 12/1 & thereof he may have his Execon

The said Samuel afterwards now at this same Term comes here by Simeon Strong Gentr his Attr and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as the Law directs for the sd Samuels prosecuting the appeal with effect as by sd recognizance on file it appears

Smith vs Bridges No 29

Samuel Smith of Hatfield in ye County of Hampshire Gentleman Pltf vs Daniel Bridges of Greenwich in ye same County yeoman Deft In a plea of the Case for that said Daniel at said Hatfield on ye twenty second day of July A 1766 by his note of that date for Value recd promised ye said Samuel to pay him or order the Sum of two pounds 4/3 on demand with Lawfull interest till paid Yet the said Daniel tho often requested refuses and wholly denies to do it To the damage of ye sd Samuel three pounds. the Pltf appears by Daniel Hitchcock Gentr his Attr And the said Daniel being three Times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that ye said Samuel do recover against the sd Daniel two pounds four shillings 10/1 of lawfull money Damages and Cost of Court taxed at One pound 10/2 & thereof he may have his Execon

The said Daniel the deft afterwards at this same Term comes here by Simeon Strong Gentleman his Attr and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Daniels prosecuting ye appeal with effect as by sd recognizance on file it appears

Ledyard vs Shepard No 30

John Ledyard of Hartford in ye County of Hartford in ye Colony of Connecticut Esqr Pltf vs Jonathan Shepard of Westfield in ye County of Hampshire yeoman deft in a plea of the case for that the said Jonathan at Westfield on ye ~~fourth~~ sixth day of

Of November A 1765 by his Note of that date for Value rec^d promised s^d John to pay him or order eight pound 14/6 Lawfull Money at or before ye first day of April then next following with lawfull interest till paid, But hath not dis as in ye writ, The Pl^t appears by John Phelps Gent^r his Attorney And ye Def^t being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said John do recover against ye s^d Jonathan nine pound 4/1¼ of Lawfull Money damages and Costs of Court taxed at Two pound 2/4 & therofor Execon if^d 20th Novr 1766

{Ledyard vs Shepard

Daniel Bagg jun^r of Westfield in ye County of Hampshire yeoman Pl^t vs — Ahimaaz Easton of Westfield in ye same County joiner Def^t in a plea of ye Case for that the said Ahimaaz at Westfield on ye fourteenth day of August A 1764 by his Note in writing under hand of that date for Value rec^d promised ye s^d Daniel by the name of Daniel Bagg to pay him eight pounds 7/4 Lawfull Money within Ten months from ye Date of said note with interest till paid, Yet the said Ahimaaz tho' often requested hath not performed his said promise but he unjustly neglects it — To ye Damage of ye s^d Daniel ten pounds — The Pl^t appears by John Phelps Gent^r his Attorney And the said Ahimaaz being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye s^d Daniel dove cover against ye s^d Ahimaaz Nine pound 9/10 of Lawfull Money damages and Cost of Court taxed at one pound 16/2 and therefor — — — The said Ahimaaz afterwards now at this Term comes here in his own person and appeals from ye judgement of this Court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as the Law directs for his prosecuting ye appeal with effect as by s^d recognizance on file it appears

{Bagg vs Easton No 31

Ahimaaz Easton of Westfield in ye County of Hampshire joiner Pl^t vs Daniel Bagg jun^r of Westfield in the County aforesaid yeoman deft in a plea of ye Case for that ye said Daniel at said Westfield on ye last day of September last past being justly indebted to ye s^d Easton in ye sum of Three pound 11/6 lawfull money to ballance Accounts for sundry goods, Wares, merchandizes & articles of Account therebefore time sold & delivered by ye said Easton to ye s^d Bagg at his special instance & request according to ye said Eastons Book which he is ready to produce & then & there in Consideration thereof ye said Daniel promised the said Ahimaaz to pay him ye said sum on demand. Yet the said Daniel tho' often requested hath not performed his said promise, But wholly neglects to do it To ye damage of ye s^d Ahimaaz — four pounds, The parties appear by their respective Att^ys and mutually pray ye this Case may be ~~further~~ continued until the next Term, and it is granted them And ye said parties have a day accordingly in this Court of ye Lord ye King until ye Second Tuesday of February next ensuing

{Easton vs Bagg No 32

Sylvanus Percy of Westfield in ye county of Hampshire yeoman Pl^t vs Biddad Fowler of Westfield in ye same County Shopkeeper Def^t, who ye s^d Silvanus proved to be summoned to answer unto ye s^d Def^t one Messuage to wit A Mansion House barn & forty Two Acres of Land lying in Westfield being a farm commonly called and known by ye name of Whippenung lying on Westfield River and bounds at one Easterly corner of it at ye mouth of ye Brook y^t runs into ye said River there, thence extends up ye s^d River one Hundred and twenty rods & is forty rods in width at each end and extend round by ye foot of ye mountain

{Percy vs Fowler No 34

Percy vs Fowler

So as to make ye Quantity of Fifty Two Acres with ye Appurtanances which Nathaniel Taggart yeoman & James Taggart yeoman both of Blandford in our said County of Hampshire & David Mc Murry and Jane Mc Murry both of ye said Blandford Infants & Children of George Mc Murry late of Blandford aforesd dec'd & Susannah his wife who was formerly Susannah Taggart Dec'd in our Inferiour Court of common pleas Claim against him ye Sd Sylvanus as the right of ye Sd Nathl James David & Jane & to ye warranty whereof against them ye Sd Sylvanus in our Sd Court hath vouched ye Sd Bildad, and whereupon ye Sd Sylvanus says that ye aforesd Bildad was seized of ye Sd demanded Tenements with the appurtanances in his demean as of Fee & he being so thereof seized by ye name of Bildad Fowler of Westfield in the county of Hampshire & province of ye Massachusetts Bay in New England by his certain deed of Bargain & Sale which ye Sd Sylvanus will produce in Court ye Date whereof is ye nineteenth day of April A:D 1764 at Westfield aforesd on ye Sd nineteenth day of April bargained sold & confirmed to him ye Sd Sylvanus by ye name of Sylvanus Percy in ye county of Pittsfield in ye province aforesd his Heirs & assigns the Sd demanded Tenements with ye appurtanances by ye name of one parcel of Land in ye Township of Westfield lying at a place called whisponung Containing forty Two Acres bounded at ye Easterly corner at ye mouth of ye Brook yt runneth into ye River from thence running up ye River one Hundred & twenty rods & is in width at each End forty rods runneth bowing round at ye foot of ye mountain so far as to make forty two ~~rods~~ Acres To have & to hold ye same with ye appurtanances to him ye said Sylvanus his heirs & assigns to his & their own proper use and Benefit & Behoof forever which deed afterwards on ye nineteenth day of April was acknowledged by the said Bildad before one of our justices of ye peace for ye county of Hampshire and afterwards on ye Tenth day of August A:D 1765 was recorded at length in ye Registry of our county of Hampshire within which county ye Sd demanded Tenements do lie & ye Sd Bildad by his certain deed aforesd Obliged himself his heirs to warrant ye Sd demanded Tenements with ye Appurtanances unto him ye Sd Sylvanus his heirs & assigns forever against ye Lawfull Claims & demands of all men & for ye cause ye Sd Sylvanus says that ye Sd Bildad is held and bound to warrant to him ye Sd Sylvanus ye Sd demanded premises with ye appurtanances & he demands of ye Sd Bildad that he should warrant to him ye same Tenements with ye appurtanances against ye Sd Claims & Demands of ye abovenamed Nathaniel James David Jane & therefore brings this Suit — The parties appear by their respective Attorneys and humbly pray that this Case may be continued until ye next Term, and it is granted And the Sd Parties have a further day ~~in this Court~~ before ye Lord ye King here until the Second Tuesday of February next ensuing

The aforesaid Entries Judgments orders and appeals being made and entered up in manner as aforesd the said Court was adjourned without day

Attest William Williams Clerk of the said Court

Hampshire Ss Anno regni Georgii tertii regis magnae Britaniae Franciae et Hiberniae septimo

At his majestys inferiour court of commonpleas holden at Northampton within and for the County of Hampshire by adjournment on ye last Tuesday of March being ye thirty first day of ye same month & de die in diem to ye fourth day of April 1767 — } February Term 1767

Present

Israel Williams Esq
Timothy Dwight Junr Esq
Thomas Williams Esq

Jury for Trials

Elisha Cook foreman
Jonathan Purchase
Enock Clark
Ebenr Clap
Aaron Cooke
Samuel Church
Robert Campbell
Zadock Hawks
Abner Clap
Elijah Baker

Ad Tal

David Nash v. Hadley
Elijah Hunt North
in ye Case Bacy vs Powler
Zadock Hawks off
in ye Case Newport vs Billigg and
Ebenr Wells Greenfd
Wm Hartness Elham
Jona Bardwell Belcher
were on
Hartness off and the other two on in the Case Squire Alger vs Kellogg

Benjamin Leonard Junior yeoman and Joel Ely yeoman both of Springfield in the County of Hampshire Pltf vs John Townley of Hartford in ye County of Hartford and Colony of Connecticutt merchant Deft in a plea of ye case, As at large on Record. The parties come here and one of ye Referees heretofore appointed viz Josiah Dwight Esq having signified to this Court that he declines ye service of arbitrating upon ye Case therefore at ye motion of ye parties it is ordered yt Mr Lewis Bliss of Springfield be appointed in ye room of said Josiah Dwight Esq who has declined And ye award of ye said Partridge Bliss & Porter or any two of them to made & brought into Court as soon as may be is to be finde And ye said parties have a further day before ye Lord the King in this court untill ye third Tuesday of May next } Ely & Leonard vs Townley

Ruth Ingersoll of Willington in ye County of Hartford & Colony of Connecticutt Widow Pltf vs John Ingersoll of South Brimfield in ye County of Hampshire yeoman Deft in a plea that he render to her Sixty pounds lawfull money as at large on record & at this time Richard Ingersoll of Willington in ye County of Hartford & yeoman Executor of the last will & Testament of ye Ruth, who since ye commencement of this Action hath dec. who was admitted at ye last Term to prosecute this Action now comes here by John Fry Worthington his Attr and humbly prays that this case may be farther continued until ye next Term and it is granted him & the said parties have a further day before ye Lord ye King until ye third Tuesday of May next } Ingersoll Exr vs Ingersoll

Ruth Ingersoll ye Pltf vs John Ingersoll of South Brimfield & Deft in a plea of the Case as at large on record & at this time Richard Ingersoll of Willington ye Executor of ye last will & Testament of ye said Ruth who since ye Commencement } Idem vs Eundem

Ingersoll & vs Ingersoll

Of this Suit hath dec, And who at the Last Term was admitted to prosecute this Action comes here by John Worthington Esq his Att and humbly prays that this case may be farther continued until ye next Term, And it is considered that ye Case be further continued and ye parties have a further day before ye Lord ye King in this Court until ye third Tuesday of May next ensuing

Bedortha vs Pynchon

Joseph Bedortha of Springfield in ye County of Hampshire yeoman Plt vs George Pynchon of the Same Town Gentn deft in a plea of ye Case as heretofore recorded And the said parties come here by their respective attornies and humbly pray that this Case may be farther continued under the same rule until the third Tuesday of May next ensuing And it is granted them accordingly

Hubbard vs Cook

Joseph Hubbard of Hadley in ye County of Hampshire Gentn Plt vs Elisha Cook of ye same Hadley Gentn Administrator of all ye Goods Chattels rights & Credits of Moses Cook of said Hadley Gentn Dec intestate deft in a plea of the Case as heretofore recorded The Plt appears by Simeon Strong Gentn his Att and because the Referees to whom this Case was referred have made no Award, the Plt by his said Attorney humbly prays that this case may be farther continued under the same rule until ye next Term and it is granted him accordingly

Montague & al vs Lyman Esq

Moses Montague yeoman & Noah Goodman yeoman both of South Hadley in ye County of Hampshire Plts vs Gideon Lyman of Northampton in ye same county Esq deft in a plea of ye Case as at large on record. The parties appear by their respective Attornies, And the said Moses & Noah refusing to accept or receive of ye said Gideon ye Sum or Sums mentioned to be tendred in Court in his above plea & protesting that ye aforenamed Arbitrators did make a Second & further award of & concerning the Premises in ye Condition specified to be performed by him ye Gideon Say that ye plea aforesaid of ye Gideon in manner and form above pleaded & the matters in ye same contained are not sufficient in law to preclude them ye Moses & Noah from further having their Action aforesd against ye Gideon and that the said Moses & Noah have no necessity nor are bound by the Law of the Land in any wise answer to their plea in manner & form above pleaded and this they are ready to verify Wherefore for want of a sufficient plea in this Behalf the sd Moses & Noah pray judgment & their debt by reason of ye Premises & their full cost of Suit to be adjudged to them And for causes of Demurrer in Law in this Behalf they set down and to ye Court here express these causes following Viz First because the said Plea traverses a Matter not any where alledged by the Plts in their declaration: to wit the Arbitrators making any other & further award than that mentioned in said Plea Also because it is confessed in ye Plea that ye sd Arbitrators did make an Award according to the Condition of the Bond declared on but nothing averred to be done on ye part of the deft in performance of said Award or Condition before Action brought nor any Special matter shewn why the whole sum demanded on said Bond ought not to be recovered Also Because the said plea is uncertain not issuable & wants form; And the said Gideon says that the Plea by him above pleaded in manner and form aforesd and the matters in the same contained are good & sufficient in Law to preclude ye Moses & Noah from having or maintaining their said Action against him ye Gideon any further than to the time of the sd Gideons bringing said Moneys mentioned in the said plea into Court and offering the same to them ye Moses & Noah as specified in the said plea

Plea or for any further more or other monies than were brought into Court or offered to them in manner & is therein expressed Which said plea and ye matters therein contained the sd Gideon is ready to verify & prove to ye Court & because the sd Moses and Noah do not answer to that plea nor the same hitherto deny, the said Gideon as before prays judgment and that the said Moses & Noah may not any further have or maintain their sd Action against him ye sd Gideon or for any or further monies than the said monies — brought into Court and offered to them as is expressed in the said Plea Thereupon at ye motion of ye said parties the case is continued And the said parties have a farther day before the Lord ye King in this Court until the Third Tuesday of May next ensuing

{Montague et al vs Lyman Esq

Gideon Clark of Northampton in ye County of Hampshire Gentleman Pltff vs Benoni Danks of Cumberland in ye County of Cumberland in ye Province of Nova Scotia Esq Deft in a plea of ye Case as heretofore recorded — the parties appear and humbly pray that this case may be further continued until ye next Term of this Honble Court and it is considered that the case be continued accordingly

{Clark vs Danks

Robert Danks late of Southhampton in ye County of Hampshire — yeoman Pltff vs Benoni Danks of Cumberland in ye county of Cumberland & Province of Nova Scotia Esq Deft in a plea of ye Case as heretofore recorded the Parties appear & humbly pray that this case may be further continued until the next Term, and it is considered that the case be continued until ye third Tuesday of May next ensuing

{Danks vs Eundem

John Miller of Northampton in ye County of Hampshire yeoman — Pltff vs Benoni Danks of Cumberland in ye County of ~~Hampshire~~ Cumberland and Province of Nova Scotia Esq Deft in a plea of ye Case as heretofore recorded The sd parties appear and humbly pray that this case may be farther continued until ye next Term And the said parties have a further day before ye Lord ye King in this Court accordingly

{Miller vs Eundem

Samuel Mather of Northampton in ye County of Hampshire Esq Pltff vs Benoni Danks of Cumberland in ye County of Cumberland & Province of Nova Scotia Esq deft in a plea of the Case as heretofore recorded and ye parties appear and humbly pray that this case may be farther continued until ye next Term, and it is considered that ye said parties have a farther day before ye Lord the King in this court until the ~~Third~~ Tuesday of May next

{Mather Esq vs Eundem

Caleb Strong of Northampton in ye County of Hampshire Gentleman Pltff vs Benoni Danks of Cumberland in ye County of Cumberland & Province of Nova Scotia Esq deft in a plea of ye Case as heretofore recorded, The parties appear and humbly pray ye this case be farther continued until ye next Term of this Honble Court and it is granted them accordingly

{Strong vs Eundem

Jonathan Clap of Northampton in the County of Hampshire yeoman Pltff vs Benoni Danks of Cumberland in ye County of ~~Hampshire~~ Cumberland and Province of Nova Scotia Esq Deft in a plea of the case as heretofore recorded The Parties appear and humbly pray that this case may be continued untill ye next Term of this Honble Court — and it is granted them accordingly

{Clap vs Eundem

(20)

Sacket vs Danks

David Sacket of Westfield in the County of Hampshire yeoman Pltff vs Benoni Danks of Cumberland in the County of Cumberland & in the province of Nova Scotia Esq deft in a plea of the Case as heretofore recorded & the Parties appear and humbly pray that this Case may be farther continued until the Next Term of this Honble Court, And it is considered that the case be continued accordingly

Andrews et al vs Hamilton

Thomas Andrews & Hezekiah Leavitt both of Hingham in ye County of Suffolk Gentlemen Pltff vs Robert Hamilton of Chesterfield in the County of Hampshire yeoman deft in a plea of the Case as at large on record, The said Thomas & Hezekiah being three times publickly called to come into Court and prosecute this said Action are Nonsuit and the said Robert likewise defaulted and the Action accordingly dismissed

Gibbs vs Carnahan

John Gibbs of Blandford in the county of Hampshire yeoman Pltff vs Samuel Carnahan of sd Blandford in ye same County yeoman Deft in a Plea of ye Case as heretofore recorded, And the parties appear and the referees to whom this case was refered now come into Court and report as follows viz We do report that ye sd John ye Pltff do recover against the said Samuel ye deft the sum sued for being three pounds 3/4 & costs of Court with an additional Cost of One pound 19/10 for this reference — Therefore it is considered by ye Court that the sd John do recover against ye sd Samuel three pounds 3/4 of Lawfull money Damages and Costs of Court and reference taxed at Five pound 15/ & thereof he may have his Execn &c

Perkins vs White et al

Phineehas Perkins of Granville in ye County of Hampshire yeoman Pltff vs Phineehas Tinker of sd Granville yeoman and Ebenezer White of Westfield yeomen both in the County of Hampshire deft in a plea of Trespass as heretofore recorded The Pltff appears by John Worthington Esq his Attorney, And says that he has a material witness in this Cause that he cannot obtain now, and humbly prays ~~that he may~~ leave to imparl to the next Term ~~and~~ that he have Opportunity of bringing said Witness into Court And it is considered by the Court that ye Case be continued accordingly

Jones' Exr vs Fowler

Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in in ye County of Hampshire Executors of the last will & Testament of Candius Jones ~~late~~ of Springfield Gentleman dec Pltff vs Bildad Fowler of Westfield in ye County aforesaid yeoman deft in a plea of ye Case as heretofore recorded The parties appear and because there's no award brought in by the referees to whom this Case was refered they humbly pray that this case may be further continued under the same rule until ye next Term and it is granted them And the Case is continued accordingly

Jaggart et al vs Percy

Nathaniel Jaggart yeoman & James Jaggart yeoman Both of Blandford & David McMurry & Jane McMurry of said Blandford in ye County of Hampshire infants & children of George McMurry late of Blandford aforesaid dec and Susannah his wife who was formerly Susannah Jaggart & is dec & which sd David & Jane ye infants sue by Jane Jaggart their Grandmother & next friend of sd Blandford Pltff vs Sylvanus Percy of Westfield in ye County aforesaid yeoman deft in a plea of ejectment as heretofore recorded The parties appear And it is considered by the Court that ye Case be further continued until ye next Term and the said parties have day before ye Lord ye King in this Court here until ye third Tuesday of Mar[illegible]

Samuel Goodman of South Hadley in ye County of Hampshire husbandman a minor under twenty one years of age who sues by Elias Lyman his Guardian Plt vs Rebecah Goodman of south hadley aforesd widow & relict of Thomas Goodman late of South Hadley dec'd & Noah Goodman of sd South Hadley yeoman adminis-trators of ye Estate of sd Thomas, Defts in a plea of ye Case as heretofore recorded The parties appear And humbly pray that ye case may be farther continued under ye same rule untill the third Tuesday of May next and it is granted them

Goodman vs Goodman adm'rs

Simeon Scripture of Coventry in ye County of Windham in the Colony of Connecticutt Trader Plt vs Joseph Jackson of Boston in the county of Suffolk Truckman deft in a plea of the Case as heretofore recorded The Parties appear, and Mr Jonathan Mason of Boston is appointed (in the room of William Phillips Esq who declines the service) with Thomas Gray Esq and Samuel Adams Esq to consider & award upon the matters originally submitted according to the agreement and submission first entered into by the before named Parties such award to be returned to this Court as soon as may be and the Case is further continued under rule, And the sd Parties have a farther day before the Lord the King in this Court until ye third Tuesday of may ~~next~~ next ensuing

Scripture vs Jackson

Amos Newport of Hatfield in ye County of Hampshire Labourer Plt vs Joseph Billing of Hatfield in the same county Gent deft in a plea of trespass as at large on record of the preceding term the Plt appears by Moses Bliss Gentleman his Att And the said Joseph Billing by Simeon Strong Gent his Attorney comes ~~and~~ defends the force & injury and says ye the said Amos Newport to his writ ought not to be answered because he says ye the sd Amos is ye proper Negro Slave of ye sd Joseph & that one David Ingersoll at Springfield in ye sd county on ye fifteenth day of March A 1729 was possessed of ye sd Amos as of his own proper Negro Slave & being so thereof possessed ye said David then & there in consideration of Fifty pounds sold bargained & delivered to sd Joseph ye sd Amos Newport by ye name of Tito alias Newport to hold to said Joseph forever as his property whereby sd Joseph became possessed of sd Amos Newport as of his own proper Negro Slave & by virtue of ye Sale & delivery aforesaid has ever since held & still holds ye sd Amos as his own proper Negro Slave all which ye sd Joseph is ready to verify wherefore he prays judgment if ye sd Amos Newport to his writ aforesaid ought to be answered. And the said Amos replying by his Attorney aforesaid says that notwithstanding anything by ye sd Joseph in his plea aforesaid alledged he ye sd Joseph ought to answer to his ye sd Amos's Writ aforesd because he says that he ye sd Amos is a freeman & not ye proper Slave of ye sd Joseph And this he prays may be inquired of by the Country ~~because~~ and ye sd Joseph likewise

Newport vs Billing

Thereupon the jurors at this time according to ye form & effect of ye Statutes in this case provided returned and impanelled being demanded likewise come here. Who to say ye truth concerning the premises being duly sworn by Mr Elisha Cook the foreman declare upon their Oath that they find for the said Joseph Billing the deft his Costs of Court

There

— — Therefore it is considered by the Court that the said Joseph Billing do recover against the said Amos Newport Sixteen shillings & of Lawfull money for his costs in defending the suit of the said Amos & thereof he may have his Execn

Newport vs Billing

The said Amos in his proper person appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And Silas Graves of Hatfield aforesaid yeoman as next friend to said Amos recognizes as principal to the said Joseph with sureties as the Law directs for the said Amos prosecuting the appeal with effect as by said recognizance as on file it appears

Cooley vs Parsons

David Cooley of Palmer in the County of Hampshire yeoman Plt vs Moses Parsons late of Middletown in ye County of Hartford and Colony of Connecticut Genrl deft in a plea of Covenant broken as at large on record of ye preceding Term The parties appear & humbly pray that this case may be further continued until the next Term and it is granted them and the said parties have a day accordingly

White vs Moffat

Isaac White late of Greenwich in ye County of Hampshire yeoman Plt vs Jonathan Moffatt of Greenwich in ye County yeoman deft in a plea of ye Case as heretofore recorded at large viz on record of ye preceding term, the parties appear and the referees to whom this case was referred now come here & report as follows, viz, We do award & determine that ye said Jonathan pay unto ye Pltf Isaac three pounds 7/ and Costs of Court and Costs of this reference being two pounds 19/7 .... Therefore it is considered by the Court that the said Isaac do recover against the said Jonathan the sum of three pounds 7/ damages and Cost of Court and reference in the whole allowed to be seven pounds 9/5 of Lawfull money & thereof he may have his Execn — — Execn is 30 May 1767

Easton vs Bagg

Abiamaar Easton of Westfield in ye County of Hampshire joiner Plt vs Daniel Bagg of said Westfield in ye same County yeoman deft in a plea of the Case as at large on record of the preceding Term, The said Abiamaar being three times publickly called to come into court and prosecute his action against ye said Daniel, is Nonsuit & the said Daniel likewise defaulted and the action accordingly dismissed

Percy vs Fowler

Sylvanus Percy of Westfield in the County of Hampshire yeoman Plt vs -- Bildad Fowler of Westfield in the County aforesaid Shopkeeper upon summoning to warrant & ~~in a plea of the case~~ as at large on record of the preceding Term, And the parties appear ~~to~~ And the said Bildad Fowler by Simeon Strong Gentn his Atty comes into Court and says that he ye aforesaid Messuage (viz) the house Barn & forty two acres of Land mentioned in ye Pltfs Sylvanus' writ by virtue of ye aforesd Deed of Bargain & Sale is not held or bound to warrant because he says that after the making acknoledging & recording aforesd of ye same deed to wit on the Twenty fifth day of February A D 1766 the said Sylvanus being seized of said Messuage in his Demesne as of fee by virtue of ye Deed aforesaid by ye Name of Sylvanus Percy of Westfield in ye county of Hampshire & Province of ye Massachusetts Bay in New England by his certain deed of Bargain and Sale which the said Bildad

Bildad here in Court produces the date whereof is the twenty fifth day of February aforesaid at Westfield aforesaid, for the consideration of seventy pounds bargained sold & confirmed to the said Bildad by the name of Bildad Fowler of Westfield in said Town County province wd Messuage & Tenements with the appurtanances by wd name of a tract or parcel of Land lying in wd Township of Westfield and at a place called Whipponung bounded at wd Easterly corner by wd mouth of the Brook that runs into the River so running up the River 120 rods and at each end forty rods in width & runs bowing round at the foot of wd Mountain so far as to contain forty acres, to have and to hold wd same with the appurtanances to said Bildad his Heirs & assigns to his & their proper use as an absolute Estate of Inheritance in Fee simple forever which last said deed afterwards to wit on the same twenty fifth day of February aforesaid was duly acknowledged by said Sylvanus before one of his Majesties justices of the Peace for said County of Hampshire & afterwards to wit on wd nineteenth day of May A 1766 was recorded at length in the Registry of said County of Hampshire wherein said lands do lye and the said Sylvanus by his certain deed aforesaid Obligded himself & his Heirs to warrant wd said demanded Messuage & Tenements to him wd said Bildad Fowler his Heirs & assigns for ever against wd lawfull Claims of all men whereby the Bildad became seized of said demanded Messuage & lands with wd appurtances in his demesne as of Fee & after wd making acknowledging & recording wd Deed last aforesaid in manner & form aforesd the said Sylvanus entred into wd same messuage & Tenement & there of unjustly disseized wd said Bildad which estate so obtained by wd aforesaid disseizin the said Sylvanus at the day of the purchase of said Sylvanus writ did continue to hold and still continues to hold and not by virtue of the deed made and executed to him by said Bildad in manner aforesaid and this wd said Bildad is ready to verify wherefore he prays judgment if the said Messuage held by Disseizin as aforesaid and not by Virtue of the said Bildad aforesaid feoffment he is holden or bound to warrant to said Sylvanus by virtue of his Deed aforesaid

(Percy vs Fowler)

And the said Sylvanus come in his proper person and prays Oyer of wd deed averred in the foregoing plea of the said Bildad, to have been made to the sd Bildad by wd Sylvanus & it is read unto him in these words. Know all men by these presents that I Sylvanus Percy of Westfield in the County of Hampshire & province of the Massachusetts Bay in New England in Consideration of wd just sum of Seventy pound to me paid before the delivery thereof by Bildad Fowler of Westfield in said Town County & province have given granted bargained sold & do by these presents give grant bargain sell alienate & fully, freely and absolutely convey & confirm unto him wd Bildad Fowler his Heirs and assigns forever. A tract or parcel of Land lying in wd Township of Westfield & at a place called Whipponung

Bound

Percy vs Fowler

Bounded at the Easterly corner by the mouth of the Brook that runs into the River so running up the River 120 rods and at each end forty rods in width and runs Bowing round at the foot of the Mountain so far as to contain forty two acres to have and to hold the said granted and bargained premises together with all their appurtenances free of all incumbrances whatsoever to him the said Bildad Fowler his Heirs & assigns as an absolute estate of inheritance in Fee simple forever. And I the said Sylvanus Percy for myself Heirs Executors administrators do covenant & engage w^d above demised premises to him the said Bildad Fowler his Heirs and assigns against the lawfull Claims and demands of any person or Persons whatsoever forever hereafter to warrant secure & defend by these presents. In Witness whereof I do hereunto set my Hand and Seal this twenty fifth day of February A^D 1766 and in the sixth year of the reign of our Sovereign Lord George the third by the Grace of God King &c signed sealed & delivered in presence of ..... Sylvanus Percy (seal) John Ballantine. Eldad Taylor,, Hampshire ss Feby 25 1766 received of Bildad Fowler aforesd w^d Consideration abovementioned X Hampshire ss Feby 25 1766 then Sylvanus Percy abovenamed X by Sylvanus Pery personally appeared & owned the above written Instrument to be his free Act and Deed — Eldad Taylor Just^e pacis which being read and heard the said Sylvanus says that he ought not to be debarred from having his said Action against the said Bildad for warranty of the said demanded premises to him the said Sylvanus against the demands of the said demandants maintained by any thing in the foregoing plea of the said Bildad contained because he says that the said deed mentioned in w^d said plea and therein averred by the said Bildad to be the deed of the said Sylvanus is not his Act and deed and this he prays may be enquired of by the Country And the said Bildad likewise — — — Thereupon the jurors at this time according to the form and effect of the statutes in this case provided returned & impanelled being demanded likewise come here Who to say the truth concerning the premises being duly sworn by Mr Elisha Cook their foreman declare upon their Oath that they find the deed mentioned in the said Bildads plea and therein averred by the said Bildad to be the deed of the said Sylvanus is not the act and deed of the said Sylvanus & therefore find for the said Sylvanus costs of Court

Therefore it is considered by the Court that the said Sylvanus do recover against the said Bildad ~~Costs~~ — — — Costs of Court taxed at Taxed at And there of he may have his Execon

The said Bildad by his Attorney aforesaid appeals from the judgment of this court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Bildads prosecuting the appeal with effect as by said recognizance on file it appears

Squire apl
vs
Kellogg

Ezekiel Squire of Amherst in the County of Hampshire Miller Appelant
vs Ephraim Kellogg Junr of said Amherst in the same County yeoman Deft
Appeale from the judgment of Josiah Chauncey Esq one of his majestys
justices of the peace for the County of Hampshire at a trial before him on the
second day of February in the seventh year of his Majestys Reign A.D. 1767
At which trial the said Ephraim was Plt and the said Ezekiel Deft in a plea of
Trespass on the case whereon said Ephraim complains & says that whereas
the said Ezekiel on ye seventh day of January current and for one year the last
past & ever since hitherto was and yet is a common Miller & for that whole
time has & yet does use & exercise at said Amherst ye employment of grinding
Wheat and other grain into flour for divers of his majesties Leige subjects
and of seperating said flour when so ground from ye Bran belonging to &
intermixed with ye same by Botting and whereas ye said Ezekiel on ye
said seventh day of January aforesaid & for one whole year before and after
hitherto was used and accustomed to take and receive into his Mill standing
on Fort River in said Amherst called ye lower Mill otherwise Pelatiah Smith's
Mill Bags of Wheat and other grain of his majestys subjects empty Bags
for the receiving the Bran when seperated as aforesaid safely and securely to
keep the same in his Mill aforesaid and to grind ye Wheat & other grain into
flour & by botting to seperate sd flour from ye Bran thereof, therewith inter-
-mixed & reposit ye same flour & Bran so seperated from each other into different
and seperate Bags and safely & securely to keep sd flour Bran & Bags within
his said Mill as well after grinding seperateing and repositing as aforesaid
as before for a reasonable time & until ye owners thereof should have a convenient
opportunity to take & carry off the same from said Mill and thereto deliver ye same to
the owners thereof when requested thereto except such part thereof as said
Ezekiel should take as his Toll for his care & trouble in ye Premises for a rea-
-sonable and lawfull Toll to be taken by said Ezekiel out of said grain & flour
for his grinding botting repositing and safe keeping aforesaid: And
also whereas the said Ephraim before the said seventh day of jany current
viz) on the first day of ye same ~~day of~~ jany at said Amherst did carry and
deliver to said Ezekiel at sd Ezekiels special instance & request six Bags full
of Wheat each Bag containing two Bushels of Wheat all said Ephraims
property said Wheat to be ground into flour and the flour made thereof to be
Botted and seperated from the Bran thereof in manner aforesaid & sd Bran
& flour after being seperated to be reposited into different Bags, and whereas
Pt Ephraim did also then and there deliver to said Ezekiel at said Ezekiels special instance
and request four other empty Bags of said Ephraims for the receiving the
Pt Bran when seperated as afores; All sd Wheat Bags Flower Bran and empty
Bags to be safely & securely kept by said Ezekiel within his Mill aforesaid for
a reasonable time & until said Ephraim might conveniently come and carry
away the same after ye grinding botting & repositing aforesaid for a reasonable

&

Squire Appt vs Kellogg

And lawfull Toll of said Ephraims out of said Wheat and flour by the said Ezekiel therefore to be had & that w^d said Ezekiel at said Amherst on w^d same seventh day of January aforesaid the said Bags of Wheat (viz) six Bags and twelve Bushels of Wheat therein contained and said four New Empty Bags: To grind into flour said Wheat and to bolt and seperate said flour from w^d Bran thereof & to reposit said flour & Bran into different and seperate Bags & safely and securely to keep said Wheat Bags Flour Bran & empty Bags, both before & after w^d Grinding, Bolting seperating & repositing aforesaid and until said Ephraim should have Convenient Time to take and carry off the same so that no Damage should come to said Bags, Wheat, flour Bran or empty Bags by rain or water or any other means whatsoever during his said Custody thereof: of said Ephraim into the said Ezekiels Mill aforesaid had & received and y^t afterwards (viz) on w^d seventh day of January current the said Ezekiel had ground into flour Ten Bushels of w^d same Wheat Part thereof remaining yet unground in said Mill and had also bolted & seperated said flour made thereof from the Bran thereof and had reposited said flour so made and seperated as aforesaid into four of w^d said Ephraims said Bags. Nevertheless the said Ezekiel contriving & intending to deceive and defraud s^d Ephraim did not safely and securely keep said flour made from s^d Ephraims s^d Wheat and bolted seperated & reposited in said Bags as aforesaid nor the said Bags containing the same flour nor the empty Bags for the receiving w^d Bran as aforementioned but w^d same empty Bags & Bags of flour then & there to wit at said Amherst on said seventh day of January aforesaid and before said Ephraim had rea:=sonable time to take and carry away w^d same from said Mill did so carelessly negligently & improvidently keep y^t by means thereof & by w^d rising of the Water of w^d said Fort River the s^d four empty Bags of w^d Value of three shilling. each were carried away by force of the Stream of w^d same River & thereby wholly lost and w^d said four Bags full of w^d said bolted flour made of said Ephraims Wheat aforesaid were wholly surrounded & covered with the Water of said River whereby two Hundred pounds of w^d same flour of w^d Value of Thirty shillings became wet & was thereby made wholly useless and the s^d four Bags containing w^d same of w^d Value of three shillings each were greatly hurt and damnified and w^d Ephraim was put to great costs & labour. And trouble in seperating that part of w^d s^d flour contained in s^d Bags which remained dry from that part thereof which was wet and rendered useless as aforesaid all which is to the damage of w^d s^d Ephraim as he saith the sum of Forty shillings — and at which Trial The Pltf appeared by Simeon Strong Gent^n his Attorney and w^d Deft likewise by Elisha Porter Gent^n his Att^y ~~[illegible]~~ ~~[illegible]~~ and for plea pleaded and said that he was not guilty in manner & form as w^d Pltf in his within declaration hath thereof alledged against him and thereof prayed Trial by w^d said justice ~~likewise~~ & w^d Pltf likewise

The

Squire
Appt vs
Kellogg
Appee

The parties being heard and the pleas on both sides carefully consi-
-dered the said justice ~~finds~~ found the said Ezekiel guilty according to the Pltfs
declaration, it was therefore considered by said justice that ye said Ephraim recover ~~against~~
of said Ezekiel ye sum of thirty shillings Damages & one pound one shilling
allowed him by said Justice for his Costs .... After which ye deft appeals
from ye judgment of that Court to ye Superiour Court of common pleas
next to be holden at Northampton within & for the County of Hamp-
-shire on ye second Tuesday of February then current & he recognized with
sureties as the Law directs to prosecute his appeal with effect ~~as by~~
~~said recognizance on file appears~~ and now come here the said
parties by their respective attornies before named and are at Issue
on the Plea above mentioned - And thereupon the Juror at this time
according to ye form and effect of the Statutes in this case provided returned
and impanelled being demanded likewise come here Who to say the truth
concerning the premises being duly sworn by Mr Elisha Cook their
foreman declare upon their Oath that they find Affirmation of the
former judgment in part viz for seventeen shillings and four pence
Damages and Cost of Court — Therefore it is considered by the Court
that the said Ephraim do recover against the said Ezekiel Squire the sum
of seventeen shillings & four pence of lawfull money Damages and Cost
of Court taxed two pound 18/ & thereof he may have his Execn

White
vs
Gibbs
No 2

Joel White of Bolton in the county of Hartford & Colony of Connecticutt Gentn
Pltf vs Thomas Gibbs of Greenwick in ye County of Hampshire yeoman deft
in a plea of ye Case for that the sd Thomas at Greenwick afore on the eighteenth
day of August last past by his promissory Note of that date for Value there rec
promised one Solomon Bottwood to pay him or order Six pounds 4/pl in one
Month from the date of sd Note with Interest till paid, which note said Solomon
Bottwood by his indorsement on ye Back of sd Note subscribed afterwards to wit
on the twelfth day of Jany current at Springfield indorsed over to ye sd Joel
the Contents of sd Note then wholly due & unpaid to be paid to ye Pltf or order
Value received whereof ye said Thomas instantly had Notice and became liable to pay it
and in Consideration thereof promised ye Pltf to pay him ye Contents of ye
same Note, yet ye sd Thomas tho often requested has never paid ye sum or interest
but wholly Neglected it to ye Damage of sd Joel White Ten pounds as in ye Writ
The Pltf appears by Justin Ely Gentleman his Attorney And the said
Thomas being three times publickly called to come into Court makes
default of appearance here Therefore it is considered by the Court
that the said Joel White do recover against ye said Thomas Gibbs
Six pound nine Shillings and six pence of lawfull money -
Damages & Cost of Court taxed at two pound two Shillings and
six pence and thereof he may have his Execn

afterwards now at this same term to wit came here sd Thomas by Simeon Strong Gent. his attorney and appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield in & for the County of Hampshire on the second Tuesday of Sept next everywhere within Tuesday &c & he gets for his Thomas's prosecuting his appeal with effect and with sureties as on file

(36)

Lyman Esq vs Searls

No. 3

Gideon Lyman of Northampton in ye County of Hampshire Esq Plt vs Isaac Searls of Williamstown in the county of Berkshire Gentn Deft in a plea of the case for that said Isaac at said Northampton on the twenty third day of August last past by his Note of hand of that date for Value received promised the said Gideon to pay him or his order Twenty seven pounds Six shillings worth in good fat neat Cattle Dd Cattle to be delivered to Dd Gideon at Pittsfield in said county of Berkshire by the fifth day of November then next ensuing the date of said Note, at the com:=mon Market price with interest for the same from the date of said Note till paid, yet said Isaac tho often requested & especially on ye fifth day of November hath never delivered the same Cattle to Dd Gideon tho Dd Gideon hath been always there at Dd Pittsfield ready to receive them, or any way satisfied said Gideon for the same or any part of said Sum but unjustly neglects & refuses to do it to the damage of the Dd Gideon £30 — The Plt appears by Daniel Hitchcock Gentleman his Attorney and the said Isaac being three Times publickly called makes default of appearance in Court, Therefore it is considered by the Court that the said Gideon do recover against ye Dd Isaac Twelve pound 9/1 of Lawfull Money Damages and Costs of Court taxed at one pound 14/0 & thereof &c — — Afterwards now at this same term the said Isaac comes here by Simeon Strong Gentn his Attorney and appeals from ye judgment of this Court to the Superiour court of judicature to be holden at Springfield within and for the county of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with sureties as ye Law directs for ye Dd Isaac's prosecuting the appeal with effect as by said recog:=nizance on file it appears

Lyman Esq vs Searls et al

No. 4

Gideon Lyman of Northampton in ye County of Hampshire Esq Plt vs Isaac Searls of Williamstown in the County of Berkshire Gentn and Asa Alger of Pownall in the county of Cumberland & province of New York Gentn defts in a plea of ye Case, for that ye Dd Isaac & Asa at Dd Northampton on ye Thirteenth day of August A 1765 by their Note of Hand of that date for Value received promised the Dd Gideon to pay him the sum of Twenty Eight pounds sixteen shillings lawfull money on demand with interest for the same till paid — yet said Isaac & Asa tho often requested have never paid the same or any part thereof but unjustly neglect it — to the damage of the said Gideon £30 The Plt appears by Daniel Hitchcock Gentn his Attn and the said Isaac & Asa being three Times publickly called to come into Court make default of appearance here Therefore it is considered by the Court that ye Dd Gideon do recover against the said Isaac & Asa thirty pound 4/9¼ of lawfull money damages & cost of Court taxed at one pound 14/0 & thereof &c

The said Isaac & Asa afterwards now at this same term com here by Simeon Strong Gentn their Attn and appeal from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with sureties as ye law directs for ye Dd Isaac & Asa prosecuting ye appeal with effect as by Dd recognizance on file it appears

Bildad Fowler of Westfield in the county of Hampshire yeoman Plt vs Nathaniel Spring lately of Simsbury in ye County of Hartford & Colony of Connecticutt yeoman deft in a plea of the case for that the said Nathaniel at said Northampton on the last day of September last past being justly indebted to ye said Bildad in ye sum of ten pounds 14/3/2 lawfull money to Ballance Acct for sundry Goods Wares Merchandizes sold & delivered to the said Nathaniel at his special instance & request according to the account annexed in the Writ and in Consideration thereof promised ye said Bildad to pay him ye same on demand, yet said Nathaniel hath never performed his promise but neglects it to ye damage of ye said Bildad £12 — The Plt appears by John Thelps Gentn his Att and the said Nathaniel being three times publickly called to come into court makes defautt of appearance here

{ Fowler vs Spring No 5

Therefore it is considered by ye Court that ye said Bildad do recover against ye the said Nathaniel Ten pounds 14/3/2 of lawfull money damages & cost of Court taxed at one pound 17/3 & thereof &c — Execon if ye 17 May 1767

Margaret Ashley of Westfield in ye County of Hampshire Gentlewoman Plt vs Jonathan Whaples of Tyringham in the County of Berkshire yeoman deft in a plea of ye Case for that the said Jonathan at said Westfield on ye third day of May last past by his note promised the said Margaret to pay her or order two pounds 13/ lawfull money on demand with interest till paid But he wholly denies to do it to ye damage of said Margaret three pounds as in ye Writ The Plt appears by John Thelps Gentn her Att and the said Jonathan being three Times publickly called makes defautt of appearance in Court — — Therefore it is considered by the Court that ye said Margaret do recover against ye said Jonathan two pounds 18/0/4 of lawfull money damages & costs of Court taxed at one pound 19/7 & thereof &c Execon if 12 Sept 1767

{ Ashley vs Whaples No 6

George Monilaws of Hartford in the County of Hartford and Colony of Connecticutt yeoman Plt vs Thomas Davison lately of Hartford in ye same County & Colony aforesaid Trader deft in a plea of ye Case for that ye said Thomas at Northampton on ye last day of October last past being justly indebted to the said George in the sum of fourteen pounds 13/ Law Full money for sundry Articles of Act & Labour done there before that time by ye said George at ye special instance & request of ye said Thomas according to ye Act annexed to the Writ & then & there in Consideration thereof ye said Thomas promised ye said George to pay to him ye sum on demand, yet ye said Thomas tho' often requested hath not performed his said promise But he wholly denies to do it to the damage of ye said George Monilaws twenty pounds — The Plt appears by John Thelps Gentn his Attorney and humbly prays that ye case may be continued until the Next Term that he may have Opportunity to produce ye Evidence of ye service of his Writ — And it is considered that the case be continued accordingly and the said parties have a day before the Lord the King this Court until the ~~Second~~ Third Tuesday of May Next ensuing

{ Monilaws vs Davison No 7

Fowler vs Colton
No 8

Samuel Fowler of Westfield in ye County of Hampshire yeoman Pltf vs Charles Colton of Springfield in ye same County Yeoman deft in a plea of the Case for that the sd Charles at Westfield in ye Month of January A:D 1766 bought and received of sd Samuel three fat Oxen & the said Charles agreed to pay sd Samuel in Consideration there of £20 lawfull money & then & there ye sd Charles in Consideration aforesaid promised sd Samuel to pay him said Sum within one Month from sd January and also for that ye sd Charles at sd Westfield on ye last day of Decem last past being justly indebted to said Samuel in ye Sum of twenty pounds Lawfull mony for three fat Oxen before that Time sold & delivered to ye sd Charles by ye sd Samuel at his special instance & request & in Consideration there of promised said Samuel to pay him ye same on demand, yet the said Charles tho often requested hath not perfeimed his Promises ~~to wit~~, to the damage of sd Samuel £25 as ing. The Pltf appears by John Phelps Gentr his Attr and the sd Charles being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that ye sd Samuel do recover against ye sd Charles £20 of lawfull money Damages & cost of Court taxed at one pound 15/5 and thereof he may have his Execon —— Execon ifd 5th Novr 1767

Elsworth vs Bissel
No 9

John Elsworth of Windsor in ye County of Hartford & Colony of Connecticut Gentn Pltf vs John Bissel lately of ye same place county & Colony aforesaid Cordwainer now residing in Palmer in ye County of Hampshire deft in a plea of ye Case for that said John Bissel at said Northampton on the twenty sixth day of jany 1764 by his Note of ye date for Value rec promised sd John Elsworth to pay him five pounds 1/1 lawfull money on demand & with interest till paid yet ye sd John Bissel hath not paid it but neglects & refuses to do it as in ye Writ to the damage of ye sd John Elsworth £8 .... The Pltf appears by Moses Bliss Gentn his Attr, and ye deft being three times publickly called makes default of appearance in Court ~~ ~~ Therefore it is considered by ye Court that the sd John Elsworth do recover against ye sd John Bissel Six pounds 10/5 3/4 of lawfull money damages & cost of Court taxed at two pound 1/8 & thereof &c
Execon is 29th April 1767

Pratt vs Rickcox
No 10

Phinehas Pratt of Granville in the County of Hampshire Gentn Pltf vs Stephen Rickcox of ye same Granville aforesaid County, Yeoman deft in a plea of the case for that said Stephen at Northampton on ye eighth day of November Anno Domini 1764 by his Note of that date for Value received promised said Phinehas to pay him ye sum of eight pounds lawfull money on demand together with lawfull interest for ye same till paid yet sd Stephen tho often requested hath never paid sd Phinehas ye same or any penny thereof but hitherto has & still neglects & refuses to pay him ye same, to ye damage of sd Phinehas £9 The Pltf appears by Moses Bliss Gentn his Attr and ye deft being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court ye sd Phinehas do recover against ye sd Stephen £9:2:9:2 of lawful money damages & cost of Court taxed at £1:19:4 & thereof &c —— The said Stephen afterwards now at this Term comes by John Phelps Gentn his Attr & appeals from ye judgment of this Court to the Superiour court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of Septr next & he recognizes with surties as ye law directs for ye sd Stephen prosecuting ye appeal with effect as by recognizance on file it appears

Jedediah Bliss of Springfield in ye County of Hampshire Gentn Pltff vs Stephen Hickcox of Granville in said County yeoman Deft in a plea of ye Case for that said Stephen at said Springfield on the fourteenth day of May anno Domini 1765 by his note of that date for Value received promised said Jedediah to pay him or his order £10 lawfull money by ye first day of March then next together with lawfull interest for ye same from and after said Time of payment till paid yet ye Stephen tho' often requested hath never paid ye Jedediah ye same or any penny thereof but hitherto hath & still neglects & refuses to do it, To the damage of the said Jedediah Nine pounds — The Pltff appears by Moses Bliss Gentn his Attr And ye Stephen being three Times publickly called to come into Court makes defaulth of appearance here: therefore it is considered by the Court that the said Jedediah do recover against the said Stephen nine pound 7/9 of lawfull money damages & Cost of Court taxed at one pound 16/4 & therefore

Bliss vs Hickcox No. 11

After all which the said Stephen comes here by John Phelps Gentleman his Attorney & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with Sureties as the Law directs for the said Stephens prosecuting the appeal with effect as by ye Recognizance on file it appears

Joseph Hubbard of Hadley in ye County of Hampshire Gentleman Pltff vs Elijah Alvord of South Hadley in ye same County yeoman Deft in a plea of the Case, for that said ~~Elijah~~ Elijah at said Hadley on ye thirty first day of July AD 1766 by his Note for Value received promised ye Joseph to pay him or his order three pounds 17/3 Lawfull money on Demand with interest till paid yet said Elijah tho' often requested neglects to pay as in ye Writ to ye damage of ye Joseph five pounds — The Pltff appears by Simeon Strong Gentn his Attr and ye Elijah being three Times publickly called makes default of appearance in Court — — — Therefore it is considered by the Court that the ye Joseph do recover against the ye Elijah four pound 0/4/4 of lawfull money damages and Cost of Court taxed at one pound 7/4 & thereof &c, Execon if ye qr Feby 1760

Hubbard vs Alvord No. 12

Joseph Hubbard of Hadley in the County of Hampshire Gentn Pltff vs Nathaniel Bartlit of South Hadley in ye same County yeoman Deft in a plea of the Case for that ye Nathaniel at ye Hadley on ye fifteenth day of March AD 1762 by his Note of ye date for Value rec'd promised ye Joseph to pay him or his Order six pounds 5/ lawfull money on demand with interest till paid yet ye Nathaniel hath never performed his promise but neglects it: To ye damage of ye Joseph ten pounds — — The Pltff appears by Simeon Strong Gentleman his Attorney, and ye Deft being three times publickly called to come into Court makes defaulth of appearance in Court

Therefore it is considered by the Court that the ye Joseph do recover against the ye Nathaniel eight pound 2/0½ of lawfull money damages & Cost of Court taxed at one pound 7/4 & thereof he may have his Execon . . . Execon if qr Feby 1760

Idem vs Bartlit No. 13

Higgins vs Ward No. 14

Joseph Higgins of Hardwick in the County of Worcester yeoman Plt vs Daniel Ward of Deerfield in ye County of Hampshire yeoman deft in a plea of the Case for that said Daniel at Springfield on ye fourth day of May A 1764 by his Note of that date for Value rec promised said Joseph to pay three pounds Lawfull Money within eight months from ye date of said Note and from that time with interest till paid Yet said Daniel hath not paid the same or any part thereof but neglects to do it as in ye Writ &c The Plt appears by Simeon Strong Gentr his Attorney And the deft being three times publickly called makes default of appearance in Court therefore it is considered by the Court that the said Joseph do recover against the said Daniel three pounds 0/4 of lawfull money Damages & Cost of Court taxed at one pound 16/4 & thereof &c ... Excon ifd 18th Oct 1767

Pynchon vs Hall No. 15

George Pynchon of Springfield in the County of Hampshire Gentleman Plt vs Benjamin Hall of Erfield in ye same County yeoman deft in a plea of the Case. for that said Benjamin at Springfield by his promissory Note for Value rec promised said George to pay him two pounds 18/3 Lawfull money on demand with Lawfull Interest till paid &c as in ye Writ ... The Plt appears by John Worthington Esq his Attorney; and the said Benjamin being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said George Pynchon do recover against the said Benjamin two pounds 18/5½ of lawfull money damages & Cost of Court taxed at one pound 16/ and thereof he may have his Excon Excon ifd 29th April 1767

Cooley vs Bragg No. 16

Abel Cooley of Springfield in ye County of Hampshire yeoman Plt vs Moses Bragg of Brookfield in ye County of Worcester yeoman deft in a plea of the Case for that said Moses at Springfield on the seventeenth day of April A 1763 by his promissory Note for Value rec promised one John Wyman to pay him or order within six months after ye date of sd note two pounds lawfull money with Lawfull interest till paid, & afterward (Viz) on ye same seventeenth day of April at sd Springfield sd John Wyman by his indorsement on ye Back of said note for Value received ordered ye Contents of ye said Note, to be paid to sd Abel or his order of all which ye sd Moses had notice instantly, And then & there in Consideration thereof promised sd Abel to pay him the same &c as in the Writ ... The Plt appears by John Worthington Esq his Attr, And ye sd Moses being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the said Abel do recover against the said Moses five pounds 11/0 of Lawfull money Damages & cost of Court taxed at one pound 16/4 & thereof &c ... Excon ifd 29th April 1767

Pynchon vs Underwood No. 17

George Pynchon of Springfield in the County of Hampshire Gentn Plt vs William Underwood of Sandisfield in the County of Berkshire yeoman Benjamin Horton late of Springfield in ye County of Hampshire yeoman and Gideon Horton of Springfield aforesaid yeoman ~~Defts~~ in a plea of the Case for that said William Benjamin & Gideon at

At said Springfield on the sixteenth day of May A 1765

by their promissory note in writing under their hands of that date for Value rec^d promised the said George Pynchon to pay him or order the Value of twelve pounds 1/0 in Neat Cattle at or before ye twentieth day of October A 1766 at ye dwelling house of Silly Rice in said Springfield with lawfull interest for said Sum till paid, & the ^Pl George hath always been ready there to receive ^Pl Cattle; yet ^Def William Benjamin & Gideon or either of them have never delivered ^Pl Cattle nor any way fullfulled their ^Def promise but neglect to do it, to the damage of ^Pltf George Eighteen pounds: The ^Pltf appears by John Worthington Esqr his Attorney and the ^Defts being three Times publickly called to come into Court make default of appearance here ... Therefore it is Considered by the Court that the ^Pl George do recover against the ^Def William Benjamin & Gideon fourteen pound 6/0 of Lawfull money damages & cost of Court taxed at Two pound 3/4, ^Pltff thereof &c ...

(Pynchon vs Underwood et al)

After all which ye ^Def William Benjamin & Gideon come here by Moses Bliss Gent^r their Att^y and appeal from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as ye Law directs for ye ^Def William, Benjamins & Gideons prosecuting ye appeal with effect as by said recognizance on file it appears

John Worthington of Springfield in ye County of Hampshire Esqr Pltff vs Job Alvord of said Springfield in the same County Gent^n deftn a plea of the Case for that said Job at said Springfield on ye fourteenth day of December A 1761 by his promissory Note for Value rec^d promised ^Pl John to pay him three pounds 10/0 on demand &c as in ye Writ, The Pltff appears in his own proper person, And the said Job being three times publickly called makes default of Appearance in Court

(Worthing^n Esqr vs Alvord No. 10 172 3)

Therefore it is considered by ye Court that the said John do recover against ye ^Def Job four pound 13/1¼ of lawfull money damages & cost of Court taxed at one pound 13/4 ^Pltff thereof &c ... Execn is 2d^th July 1767

Samuel Olcott of Hartford in the County of Hartford and Colony of Connecticutt yeoman Pltff vs Eleazer Nash of South Hadley in the County of Hampshire yeoman Deft in a plea of the Case for that said Eleazer at said South Hadley on the twenty ninth day of May A 1762 by his promissory note in writing under his hand of that date for Value rec^d promised said Samuel to pay him or order twenty one pounds 12/ within three months from the date of said Note with lawfull interest from said Time of ^Pltff [illegible] to be delivered at a place called [illegible]

(Olcott vs Nashlord No. 191 25)

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Olcott vs Nash

South Hadley on the ninth day of June A 1763 by his other promissory note in writing under his hand of that date for Value rec promised said Samuel to pay him or his order in three months after the date of said Note Twenty two pounds 4/ with lawfull interest from ye ~~date~~ sd time of payment till paid, yet the said Eleazer tho often requested hath never paid either of said sums or any part thereof but unjustly neglects to do it - to the damage of ye sd Samuel Fifty pounds

The Pltt appears by John Worthington Esq his Attr and the said Eleazer being three times publickly called to come into Court makes default of appearance here therefore it is considered by the Court that the said Samuel do recover against ye sd Job Forty eight pound 15/10 of lawfull money damages and Cost of Court taxed at two pound 19 & thereof &c

After all which ye sd Eleazer now at this Term comes here by Moses Bliss Gentn his Attorney and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as ye law directs for ye sd Job prosecuting the appeal with effect as by sd recognizance on file it appears

Idem vs Goodman No 20

Samuel Olcott of Hartford in the County of Hartford and Colony of Connecticutt yeoman Pltt vs Noah Goodman of South Hadley in the County of Hampshire yeoman deft in a plea of the case for that the said Noah at said South Hadley on ye eleventh day of Octo A 1764 by his promissory note in writing under his hand of that date for Value rec promised the sd Samuel to pay him or his order fourteen pounds 15/5 lawfull money in three months from ye date of sd note with lawfull interest from the sd time of sd payment till paid - yet said Noah tho often requested hath never paid the same or any part thereof but unjustly neglects it to ye damage of the said Samuel Twenty pounds .... The parties appear by their respective Attorneys and humbly pray that this case may be continued untill the next Term and it is considered by ye Court that the said parties have a further day before the Lord ye King in this Court here untill the third Tuesday of May next ensuing

Term vs Wood No 21

Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticutt yeoman Pltt vs Job Wood of Springfield in ye County of Hampshire Gentn Deft in a plea of the Case for that said Job at said Springfield on ye last day of November A 1764 being justly indebted to the sd Samuel ye Sum of Ten pounds 2/8½ to ballance Book accounts according to ye annexed Acct & then and there in Consideration thereof promised sd Samuel to pay him on demand &c as in the Writ, The Pltt appears by John Worthington Esq his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here

Unc No.

Therefore it is considered by the Court that the said Samuel do recover against ye sd Job Ten pound 2/8½ of lawfull money damages and Cost of suit of the Case for trespass [illegible] Continued - to April 1767 at

John Olcott of Hartford in the County of Hartford & Colony of Con=
=necticutt yeoman Plt vs Eleazer Nash of South Hadley in the County
of Hampshire yeoman deft in a plea of the Case for that sd Eleazer at sd
South Hadley on the Twenty second day of August AD 1765 by his promis=
=sory note in writing under his hand of that date for Value Recd promised
said John to pay or his order sixteen pounds lf lawfull money by the tenth
day of November then next with lawfull interest from ye time of payment
till paid: yet said Eleazer tho often requested hath never paid the same
or any part thereof but unjustly neglects to do it .. To the damage of
the said John the sum of twenty pounds — — The Plt appears
by John Worthington Esq his Attr And the deft being three times
publickly called to come into Court makes default of appearance
here — Therefore it is considered by the Court that the said John
do recover against the said Eleazer seventeen pound 2 s 5½ d lawfull
money damages & cost of Court taxed at Two pound 19 s & thereof &c

Olcott vs Nash No. 22

Afterwards the said Eleazer now at this same Term comes here
by Moses Bliss Gentr his Attorney & appeals from the judgment of
this Court to the Superiour Court of Judicature to be holden at
Springfield within & for the County of Hampshire on the ~~second~~ fourth
Tuesday of September next ensuing & he recognizes with sureties
as the law directs for the said Eleazers prosecuting ye appeal with
effect as by said recognizance on file it appears

Robert Brown of Palmer in ye County of Hampshire yeoman
Plt vs William Shaw of said Palmer in the same County yeoman deft
in a plea of the Case for that said William at sd Palmer on ye fifteenth
day of May last by his promissory note in writing under his hand
of that date for Value Recd promised the said Robert to pay him £15
12 s by the fifteenth day of September then next with lawful
interest for the same till paid. Yet sd William tho often requested
hath never paid the same or any part thereof but unjustly neglects
to do it To the damage of yd Robert Twenty pounds —

Brown vs Shaw No. 23

The parties appear and humbly pray that this case may
be continued untill the next Term and it is granted them, And
the said parties have a day before ye Court to shew the thing in this Court accordingly
until the Third Tuesday of May next ensuing

Nathaniel Gaylord late of South Hadley now of Springfield in ye
County of Hampshire yeoman Plt vs Elizabeth Day Widow & Eleazer
Day yeoman both of Springfield in ye County aforesaid in a plea of the Case
for that the said Elizabeth & Eleazer at said Springfield on the seventh
day of December AD 1765 by their promissory note in writing under their
hands of that date for Value Recd promised yd Nathaniel to pay him
eight pounds 15 s in West india Goods to be delivered at a place called ~~the~~ Job

Gaylord vs Day No. 24

Gaylord vs Day

Job Alvord Landing in said Springfield by the first day of June then next, Yet ye said Elizabeth & Eleazer or either of them have never fulfilled their said promise tho the said Nathaniel was always ready to receive the said Goods at ye Landing but they have hitherto neglected & still neglect to fulfill their said promise to the damage of ye Nathaniel Ten pounds

The Pltf appears by John Worthington Esq his Attorney and the sd Elizabeth & Eleazer being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that the said Nathaniel do recover against ye sd Elizabeth & Eleazer — Eight pounds 15/ of lawfull money damages & cost of Court taxed at One pound 14/8 & thereof &c

After all which ye said Elizabeth & Eleazer now at this Term come here by Justin Ely Gentr their Attorney and appeal from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Elizabeths & Eleazers prosecuting the appeal with effect as by said recognizance on file it appears

Smith vs Andrews No 25

Gad Smith late of Brimfield in ye County of Hampshire yeoman Pltf vs Thomas Andrews of Ware in ye same County yeoman deft in a plea of the Case; for that said Thomas at Northampton on the twenty fifth day of August last past by his Note of that date for Value received promised said Gad to pay him or his order three pounds s/ within two Months from the date of said Note with interest till paid Yet said Thomas tho often requested & the said Term of payment long sine past hath never paid the same or any part thereof But unjustly neglects it to the damage of the sd Gad four pounds — The Pltf appears by John Worthington Esq his Attorney and the said Thomas being three times publickly called makes default of appearance in Court —

Therefore it is considered by the Court that the said Gad do recover against ye said Thomas three pounds 16/5 of lawfull money damages & cost of Court taxed at one pound 18/10 & thereof he may have his Exon

The said Thomas afterwards now at this same Term comes here by Simeon Strong Gentr his Attorney & appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of Septr next ensuing & he recognizes with Surities as ye Law directs for the said Thomas's prosecuting ye appeal with effect as by said recognizance on file it appears

Brooks vs Robinson No 26

Joseph Brooks of Brimfield in ye County of Hampshire yeoman Pltf vs James Robinson of New Braintree district in the County of Worcester yeoman deft in a plea of the Case for that whereas on the third

Day

— Day of April AD 1762 the said Joseph was at Ware in sd County of Hampshire in actual Seisin & possession of a certain Tract of Land lying in sd Ware bounded as follows (Viz) beginning at a Stake & heap of Stones on Brookfield original Line about thirty rods west of the River in sd Ware from thence running westerly one Hundred & sixteen rods to a Heap of stones at the south East corner of Thomas Marshes Lot from thence running North one Hundred & seventy two rods to a Heap of stones being said Marshs North East Corner & Judah Marshs south east corner from thence running North thirty two degrees East Two Hundred & fifty rods to Hardwick Line from thence Eastardly on Hardwick line to Jeremiah Andersons North West corner from thence runing southerly to said Andersons South West corner thence runing w^d same Course on Saml Densmores West ~~corner~~ Line to the first mentioned Corner of the Value of one Hundred & twenty pounds l^ms lawfull money & the said James was then & there possesed of one promisory Negotiable Note in writing under hand of one William Baxter of Greenwich in sd County of Hampshire dated the twenty fifth day of December AD 1761 by which the said William promised the said James to pay him or his order twenty four pounds by the first day of March then Next & if not paid by that Time then with interest for the same till paid and discourse was then & there had between sd Joseph and sd James of sd said Josephs delivering to one Ebenezer Spooner a good & absolute deed of conveyance of sd Tract of Land a deed of which sd Land sd Joseph then & there had in his possession duly executed to sd Ebenezer & of said James paying to sd Joseph sd sum of one Hundred & twenty pounds l^ms lawfull money being the sum mentioned in sd Deed aforesd as the consideration thereof in Notes upon good responsible men & of sd James taking of said Ebenezer security for the same & in particular of said James passing to said Joseph sd Note aforesaid upon sd William Baxter in part pay for sd Land as aforesaid & thereby to injure & defraud him of sd Value of sd Contents of sd Note did then & there falsely & fraudulently affirm & declare to sd said Joseph (who was then wholly ignorant of the sd William & of his Circumstances) that sd sd William was a man of good estate that he was well able to pay the contents of sd Note & that he would undoubtedly pay the same then very soon & that he had taken a resolution never to indorse another Note & that if he had not taken such a resolution he should be as willing & as ready to indorse the Note aforesaid as he should a Note from Mr White sd Minister in Hardwick who is well known to be a man of Good estate or any other man & the said Joseph confiding in said James & relying on the truth of his sd declaration of said William & his Circumstances was then & there induced to bargain with sd James & did then & there deliver to said Ebenezer a Deed as aforesaid of sd Land aforesaid for the sum aforesd to be paid as aforesd and then & there received the same note of said James

S Brooks
v
Robinson

(46)

Brooks vs Robenson

James in part pay of ye Value of sd Land according to the content of said Note & other Notes upon other men for ye Residue of sd Sum of one Hundred & twenty pounds &c and sd Joseph further says that at ye time of the declarations aforesaid of ye sd James before named & of the Bargain afores the sd William Baxter was not a man of a good estate that he was then a man of no estate & that he was not then or any time since of Abilitys to pay ye Contents of sd Note the said Joseph hath diligently endeavoured to procure & obtain from him sd William payment of the Contents of said Note but hath never been able to obtain ye same and that the same is wholly unpaid & the aforesd Falshood & Fraud of the sd James is to ye Damage of ye said Joseph Thirty five pounds The Pltt appears by John Worthington Esq his Attorney and the said James comes by Simeon Strong Gentn his Attr & reserving to himself Liberty of Altering this plea on ye Tryal of ye appeal and to make any new plea now pleads & says he is not guilty in manner & form as ye Pltt in his declaration has alledged & thereof puts himself on ye Country

And the sd Joseph consenting thereto & reserving Liberty to waive this demurrer & make any new plea on ye Tryal of ye appeal says that ye Deft plea abovepleaded is an insufficient Answer to his declaration & that he is not holden to answer thereto & this he is ready to prove & thereof prays judgment & judgment for his Costs; And the sd James conseriting says his plea is sufficient & thereof prays judgment & for his Costs

Thereupon all and singular ye premises being seen and fully understood by the court of ye Lord ye King now here for that it appears to ye sd Court of ye sd Lord ye King that ye plea aforesaid of ye said James & the matters therein contained are sufficient to preclude ye sd Joseph from having his aforesd Action maintained against ye sd James — Therefore it is considered that the sd Joseph by his plea aforesd have nothing but for his Grounds demand he be in mercy &c — It is also considered that ye sd James do recover against the sd Joseph one pound 16s 2 of lawfull money allowed him with his assent for his Costs in defending ye Suit of ye said Joseph & thereof he may have his Exeon

The said Joseph by his Attr aforesaid appeals from the judgment of this Court to the superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth tuesday of September next & he recognizes with Surities as ye Law directs for ye said Joseph's prosecuting ye appeal with effect as by sd recognizance on file it appears

The foregoing judgments orders and appeals being made and entered up in manner aforesd the said Court was adjourned without Day

Attest Wm Williams Clerk

Hampshire ss Anno Regni Georgii Tertii Regis magnae Britaniae Franciae et Hiberniae Septimo

At his majesty's Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May (being the 19th day of the said month & de die in diem to the 22d day of ye sd month Anno Domini 1767 — — — May Term 1767

Present

Israel Williams Esq
Timothy Dwight jun Esq
Thomas Williams Esq

Jury for Trials

Moses Burt Foreman
Saml Cotton jun
Noah Hale
Rufsell Leonard
Caleb Clark
Timothy Ferril
Experience Smith
Nicholas Graves

de Tales

John Bliss — Wilbraham
John Clary — Sunderland
Aaron King — Westfield
John Vetter — Amherst
in the Case Fowler vs Easton

Continued Actions

Joel Ely yeoman & Benjamin Leonard jun yeoman both of Springfield in the County of Hampshire Pltfs vs John Townley of Hartford in ye County of Hartford and Colony of Connecticutt Merchant Deft in a plea of ye Case &c as at large on Record heretofore the Parties now come here and pray that ye said Case may be farther continued under the same Rule until ye next Term of this Court and the said Parties have a further day before the Lord the King here until ye Last Tuesday of August next ensuing accordingly — Ely & Leonard vs Townley

Ruth Ingersoll of Willington &c Pltf vs John Ingersoll of South Brimfield Deft &c in a plea that he render to her Sixty pounds lawfull money as at large on Record heretofore and at this Term ~~[illegible]~~ Richard Ingersoll of Willington &c Executor of ye Last will & Testament of sd Ruth who since ye Commencement of this Suit hath dec, And who was admitted to prosecute this Action comes here by John Worthington Esq his Attorney And the said John Ingersoll being three Times publickly called makes default of appearance in Court . . . Therefore it is considered by ye Court that the Pltf do recover against ye Deft ye Sum of of lawfull money debt & cost of Court taxed at & thereof &c — Ingersoll Exx vs Ingersoll

Ruth Ingersoll of Willington &c widow Pltf vs John Ingersoll of South Brimfield Deft in a plea of the case as heretofore recorded & at this term Richard Ingersoll Executor of ye last will & testament of sd Ruth who since the com — Ingersoll Exx vs Ingersoll

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Ingersoll vs Ingersoll

Commencement of this Suit hath dec comes here by John Wathington Esq his Attorney and the said John Ingersoll being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that ye Pltt do recover against ye sd John the sum of of Lawfull money damages and Cost of Court taxed at & thereof he may have his Execon

Bedortha vs Pynchon

Joseph Bedortha jun of Springfield & yeoman Pltt vs George Pynchon of sd Springfield Genn Deft in a plea of ye Case as at large on record heretofore the Parties appear & humbly pray that this case may be further cont. under the same rule & it is granted them and ye sd parties have a farther day before the Lord the King in this Court here until the last Tuesday of August next ensuing accordingly

Hubbard vs Cooks Admr

Joseph Hubbard of Hadley & Gentleman Pltt vs Elisha Cook of sd Hadley Genn Administrator of ye Goods Chattels Rights & Credits of Moses Cook late of Hadley Genn dec intestate, deft in a plea of ye Case as heretofore recorded — The Parties appear and two of the referees to whom this case was refered now report as follows (Viz) We do determine and award that ye said Joseph shall pay to the said Elisha Administrator as within mentioned Cost of Court; And Cost of this Referenc being in ye Whole £0 14/0

Therefore it is considered by ye Court that ye said Elisha Cook do recover against the said Joseph the Costs and expences of defending this Suit against the said Joseph taxed at three pounds three shillings in ye whole & thereof &c Execon is 12th July 1767

Montague vs Lyman Esq

Moses Montague yeoman & Noah Goodman yeoman both of South Hadley & Pltt vs Gideon Lyman of Northampton Esq deft in a plea of ye Case as heretofore recorded, The Parties appear, & thereupon all & singular the premises being seen & fully understood by the Court of the Lord ye King now here, for that it appears to ye sd Court that the plea aforesaid of ye sd Gideon by him in manner & form above pleaded ~~at ye bar~~ and the matters therein contained are not sufficient in Law to preclude ye said Pltt from ~~having~~ proceeding in their sd Action against ye sd deft or from their Debt aforesaid — The deft thereupon prays that the Bond may be cancered according to Equity, agreable to a Statute of this province, & prays that he may be heard upon ye matter, And after a full hearing of ye Parties — It is considered by the Court ye ye sd Pltt do recover against ye said Gideon thirty four pounds four pence half penny of lawfull money Debt & cost of Court taxed at three pound 19/10 & thereof &c

The said Gideon by Joseph Hawley Esq his Attorney appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with surities as ye law directs for ye sd Gideons prosecuting ye appeal with effect as by sd Recognizance on file it appears

Gideon Clark of Northampton &c Pltf vs Benoni Danks of Cumberland Esq &c Deft in a plea of the Case as heretofore recorded — The Pltf appears by Daniel Hitchcock Gentleman his Attorney and the sd Benoni being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said Gideon do recover against the said Benoni twenty eight pound 16/2½ of lawfull money damages & cost of Court taxed at one pound 16/8 & thereof &c — Execon is sd 5th June 1767 {Clark vs Danks

Robert Danks of South Hampton yeoman &c Pltf vs Benoni Danks of Cumberland Esq &c deft in a plea of sd Case as heretofore recorded The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Robert do recover against the said Benoni Eight pound 18/5½ of lawfull money damages & cost of Court taxed at one pound 18/2 & thereof &c — Execon is sd 5th June 1767 {Danks vs Eundem

John Miller of Northampton &c yeoman Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the Case as heretofore recorded — The Pltf appears by Daniel Hitchcock Gentn his Attorney and the said Benoni being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said John do recover against sd Benoni thirteen pound 10/7 of Lawfull Money damages & cost of Court taxed at one pound 16/8 & thereof &c — Execon is sd 5th June 1767 {Miller vs Eundem

Samuel Mather of Northampton &c Esq Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the case as heretofore recorded: The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the sd Benoni being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Samuel do recover against the sd Benoni Thirty nine pound 10/1½ of Lawfull money Damages & cost of Court taxed at one pound 16/8 & thereof &c — Execon is 5th June 1767 {Mather vs Eundem

Caleb Strong of Northampton &c Gentleman Pltf vs Benoni Danks of Cumberland &c Esq deft in a plea of the case as heretofore recorded The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Caleb being three times publickly called to come into Court makes default of appearance here — — {Strong vs Eundem

Therefore it is considered by the Court that the said Caleb do recover against the said Benoni twenty four pounds 17/9 of lawfull money damages & cost of Court taxed at one pound 16/8 & thereof &c — Execon is sd 8th June 1767

Clap vs Danks

Jonathan Clap of Northampton yeoman Pltf vs Benoni Danks of Cumberland ye Esq deft in a plea of ye Case as heretofore recorded The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three Times publickly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Jonathan do recover against the said Benoni thirteen pounds 19s & of lawfull money damages and Cost of Court taxed at one pound 7/5 and thereof &c

Execon is 5th June 1767

Sacket vs Eundem

David Sacket of Westfield ye yeoman Pltf vs Benoni Danks of Cumberland ye Esq deft in a plea of the case as heretofore recorded The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Benoni being three Times publickly called makes default of appearance in Court — Therefore it is considered by ye Court yt the said David do recover against yd Benoni Six pounds 18/1½ of lawfull money damages & Cost of Court taxed at one pound 18/11 & thereof

Execon is 5th June 1767

Perkins vs Wheeler et al

Phinehas Perkins of Granville ye yeoman Pltf vs Phinehas Parker of Granville yeoman & Ebenezer White of Westfield ye yeoman defts in a plea of Trespass as heretofore recorded,, The said Parties appear and humbly pray that this case may be further continued until the next Term and it is granted them and the said Parties have a further day before the Lord the King in this Court until ye Last Tuesday of August next ensuing accordingly

Jones' Execr vs Fowler

Benjamin Day Gentleman & Margaret Jones Gentlewoman both of Springfield ye Executors of ye Last will & Testament of Cornelius Jones late of Springfield aforesaid Gentn dec Pltf vs Bildad Fowler of Westfield ye yeoman in a plea of ye Case as at large on record — The said parties appear & humbly pray that the Case may be further continued under ye same rule until ye next Term and it is granted them & the said Parties have a day accordingly

Jaggarth et al vs Percy

Nathaniel Jaggarth yeoman & James Jaggarth yeoman both of Blandford ye & David McMurry & Jane McMurry of Blandford aforesaid infants & Children of George McMurry late of said Blandford dec & Susannah his wife who was formerly Susannah Jaggarth who is dec & which yd David & Jane ye Infants sue by Jane Jaggarth their Grandmother & next friend of yd Blandford ye Pltf vs Sylvanus Percy of Westfield ye yeoman deft in a plea of ejectment as heretofore recorded The Parties appear and ye Deft by Joseph Hawley Esqr ~~Gentn his~~ Attorney ~~and~~ humbly prays that the case may be continued until ye next Term & it is granted him & the said Parties have a further day accordingly

Goodman vs Goodmans Adm^r

Samuel Goodman of South Hadley &c husbandman a minor under twenty one years of age who sues by Elias Lyman his Guardian Pltf vs Rebecah Goodman of South Hadley aforesaid Widow & relict of Thomas Goodman late of South Hadley dec^d and Noah Goodman of said South Hadley yeoman administrator of ye Estate of s^d Thomas deft in a plea of ye Case as heretofore recorded — The Parties — appear and the referees to whom this Case was referred now bring in their Award as follows, Viz^t We do award that Noah Goodman & Rebecah Goodman administrators on ye Estate of Thomas Good-man of South Hadley Dec^d who was in his life time Guardian for Samuel Goodman minor the son of Eleazer Goodman dec^d: pay the sum of twenty four pounds in money unto Elias Lyman plant^f ye present Guardian for ye aforesaid Sam^ll Goodman minor for the use & Benefit of said Sam^ll Also the cost of this Reference being Ten pound 8/0 & cost of Court

Therefore it is considered by ye Court that the said Samuel by Elias Lyman his Guardian do recover against the said Noah & Rebecah Administrators the sum of twenty four pounds lawfull money damages & cost of Court & Reference in ye Whole allowed to be twelve pound 16/0 & thereof &c — Execon is 23^d March 1760

Scripture vs Jackson

Simeon Scripture of Coventry &c Trader Plt vs Joseph Jackson of Boston &c Trucker deft in a plea of the Case as heretofore recorded The parties appear and because the referees to whom this case was re-fered have not made any Award they humbly pray that the case may be further continued under the same Rule of ye last Term untill the ~~last~~ next Term, and it is considered by the Court of the Lord the King now here that the said Parties have a further day accordingly

Cooley vs Parsons

David Cooley of Palmer &c yeoman Plt vs Moses Parsons of Mid-dletown in ye County of Hartford & Colony of Connecticutt Gent deft in a plea of ~~Plt~~ trover as heretofore recorded, The Plt appears by John Worthington Esqr his Attorney & the said Moses being three times publickly called to come into Court makes default of appearance here. Thereupon James Sikes of Springfield who was surety for the appearance of the s^d Moses &c comes into Court & brings the s^d Moses with him & prays to be discharged — It is ordered thereupon that the Underkeeper of the Prison do receive him into cus-tody & furthermore it is considered by the Court that ye s^d David do recover against ye s^d Moses thirty six pounds two shillings of lawfull money damages and Cost of Court taxed at two pound fourteen shillings and two pence & thereof he may have his Execon

Execon is 12th June 1767

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Morilaws vs Davison

George Morilaws of Hartford in ye County of Hartford Colony of Connecticutt yeoman Plt vs Thomas Davison late of Hartford aforesaid Trader deft in a plea of the case as heretofore recorded the Plt appears by John Phelps Gentr his Attorney And the sd Thomas by Moses Bliss Gentleman his Attorney comes here and confesses judgment for the sum of fourteen pounds 13/11 & cost of Court

Therefore it is considered by the Court that the said George do recover against the said Thomas fourteen pounds 13/11 of lawfull money damages & cost of Court taxed at two pound — nineteen shillings & three pence & thereof &c.... Execon is May 25th 1767

Olcott vs Goodman

Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticutt yeoman Plt vs Noah Goodman of South Hadley in the County of Hampshire yeoman deft in a plea of ye Case as heretofore recorded The Plt appears by John Worthington Esq his Attorney and the said Noah being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Samuel do recover against the said Noah fifteen pounds 1/4 of lawfull money damages & cost of Court taxed at two pound 14/11 & thereof &c

The said Noah afterwards now at this same Term comes here by justin Ely Gentr his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the Law directs for the said Noahs prosecuting the appeal with effect as by sd recognizance on file it appears

Brown vs Shaw

Robert Brown of Palmer in the County of Hampshire yeoman Plt vs William Shaw of said Palmer &c yeoman deft in a plea of the Case as heretofore recorded, The Plt appears by John Worthington Esq his Attorney and the said William being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Robert do recover against ye said William Sixteen pounds 11/3½ of lawfull money damages & cost of Court taxed at four pounds 4/8 & thereof &c

The said William afterwards now at this same Term comes here by joseph Hawley Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with sureties as ye Law directs for ye sd Williams prosecuting ye appeal with effect as by said recognizance on file it appears

Hubbard Appt vs Carrier No. 1

Jonathan Hubbard of Glastonbury in the County of Hartford and Colony of Connecticutt yeoman Appt vs Benjamin Carrier Junior of Belchertown in ye County of Hampshire yeoman Appelle from the judgment of Josiah Chauncey Esq one of Majesties justices of ye peace for the county of Hampshire At a trial before him on ye thirteenth day of March in ye seventh year of his majestys reign A 1767 At which Tryal the said Jonathan was Pltf and the said Benjamin deft in a plea of ye Case for that the said Benjamin at sd Amherst on the twenty second day of Octo A 1764 by his Note of that date for Value received promised ye said Jonathan to pay him or his Order the sum of one pound 10/ lawfull money of this Province of the Massachusetts Bay in New England on demand with lawfull interest for the same till paid yet the sd Benjamin hath never paid the same or any part thereof tho thereto often requested & demanded But still neglects to do it, to the damage of the sd Jonathan the sum of forty shillings — And on the same thirteenth day of March the parties appear by their respective Attorneys (viz) the said Jonathan by Chester Williams Gentn his Attorney & the sd Benjamin by Elisha Porter Gentn his Attn, And the said Benjamin by his sd Attorney then defended & tendered this plea viz he never promised in manner & form as the Pltf in his declaration had thereof alledged against him & thereof prayed trial by said Justice, and the Pltf likewise, And after a full hearing of ye Parties by their sd Attornies the said justice found for said Benjamin Costs of Suit, It was therefore considered by ye sd justice that ye sd Benjamin do recover against the said Jonathan the sum of one pound 3/3 Lawfull Money for his Costs ~~the money~~ After all which the said Jonathan by his sd Attorney appealed from the judgment of that Court of the sd justice to the inferiour Court of common pleas next to be holden at Springfield for & within the sd County of Hampshire on ye third Tuesday of May next, & he recognized with Sureties as the law directs for ye sd Jonathans prosecuting ye appeal with effect And now all this Term the parties come here by their respective Attornies ~~come here~~, And the deft for want of Material Witnesses in this cause begs leave to imparl to the next Term that he may have Opportunity to attain ~~[illegible]~~ the sd Witnesses and it is granted him and the Parties have a further day accordingly

Nash vs Rugg No. 2

Joseph Nash of south Hadley in the County of Hampshire yeoman Pltf vs John Rugg of sd South Hadley in ye same County yeoman deft in a plea of the case for that ye sd John at said South Hadley on the first day of January last past being justly indebted to the said Joseph in the sum of four pounds 4/2 lawfull money for sundry Articles of Book Law according to the Act hereto (viz to ye Writ) annexed he ye said John then & there in consideration thereof promised ye sd Joseph to pay him the same sum on demand And also for that ye sd John at said South Hadley on ye first day of

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Nash vs Rugg

= January last past being justly indebted to the sd Joseph in one other sum of two pounds lawfull money for one fourth part of a fall Boat before that time sold & delivered to ye said John by ye sd Joseph at his the said John's special instance he the said John then & there in Consideration thereof promised ye sd Joseph to pay him ye same sum on demand yet ye said John tho' often thereto requested has never performed either of his said promises but neglects, To ye damage of ye said Joseph five pounds

The before named Parties appear in Court and agree to submit this case and all other demands disputes & controversies subsisting between them to the final determination & award of Messieurs Noah Goodman Josiah Snow and William Wait or any two of them (Arbitrators mutually elected by ye said Parties) to be made upon the premises & returned into Court as soon as may be & the action is continued to the next Term of the said Court

Hubbard vs Chauncey No. 3

John Hubbard of Amherst in ye County of Hampshire yeoman Pltff vs Richard Chauncey of ye same place & County yeoman deft in a plea of ye case for that the said Richard at sd Amherst on the Thirteenth day of August Anno 1765 by his Note of that date for Value Recd promised ye said John to pay him ye Sum of Eight pound 8/11 Lawfull money within one month from the date of sd Note with ye lawfull interest for the same sum until paid; And also for ye sd Richard at sd Amherst on ye same Thirteenth day of August Anno 1765 by his other Note of ye same date for value received promised the same John to pay him one other sum of 6/ lawfull money within one month from ye date of sd Note with the lawfull interest thereof until paid: Yet ye sd Richard tho often requested has never performed either of his said promises but neglects & refuses to do it To ye damage of sd John Twelve pounds --- The Pltff appears by Elisha Porter Gentn his Attorney & the said Richard being three times publickly called to come into Court makes default of appearance here .... Therefore it is considered by the Court that the said John do recover against ye sd Richard nine pound 7/ of lawfull money damages & cost of Court taxed at one pound 13/2 & thereof &c The sd Richard afterwards now at this same term comes here by Simeon Strong Gentn his Attr & appeals from ye judgment of this Court to the Supreme Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with sureties as ye law directs for the sd Richard prosecuting ye appeal with effect as by said recognizance on file it appears

Alsop vs Hayden No. 4

Richard Alsop of Middletown in the County of Hartford & Colony of Connecticutt Merchant Pltff vs Samuel Hayden late of Windsor in ye same County of Hartford yeoman &c deft in a plea of the Case for that the said Samuel at a place called Middletown viz at Springfield on the fourteenth day of February Anno 1765 by his Note of that date for Value recd promised said Rich

Richard to pay him Twenty pounds l/g lawfull money within six months from yd date with lawfull interest till paid as in the Writ The Pltf appears by Elisha Porter Genr his Attorney And the said Samuel being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Richard do recover against the said Samuel the sum of Twenty three pounds 7/11 of lawfull money damages & Cost of Court taxed at two pound 4/6 & thereof he may have his Execn — Execn is 8th Aug 1767

Alsop vs Hayden

Eleazer Porter of Hadley in the County of Hampshire Esq Pltf vs James Partrick of South Hadley in said County yeoman deft in a plea of the Case for that the said James at sd Hadley on the Sixteenth day of Novr A 1764 by his note of that date for Value recd promised yd Eleazer to pay him three pounds lawfull money on demand, with interest till paid as in the Writ — The Pltf appears by Elisha Porter Genr his Attorney And the said James being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Eleazer do recover against the said James — three pound 9/½ of lawfull money damages & cost of Court taxed at one pound 12/8 & thereof &c — Execn is 14th July 1767

Porter Esq vs Partrick No. 5

Ralph Way of Hadley in yd County of Hampshire yeoman Pltf vs John Morton of Amherst in said County yeoman deft in a plea ~~of the case~~ that the said John render to yd Ralph twenty pounds lawfull money which to him the said Ralph he owes & from him unjustly detains & whereon the said Ralph says that the said John at sd Hadley on the twenty eighth day of December A 1764 by his Bond under his hand & seal of that date in Court to be produced Bound & Obligded him=self (by the Name of John Morton of Hadley) to the said Ralph in yd sum of twenty pounds lawfull money to be paid him on Demand Yet the said John tho often requested has never paid said Sum or any part thereof but neglects & refuses to do it To the damage of the said Ralph twenty pounds — The Pltf appears by Elisha Porter Genr his Attorney & the sd John being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Ralph do recover against yd said John ~~twenty~~ seven pound 7/10½ of lawfull money debt & cost of Court taxed at one pound 13/4 & thereof &c

Way vs Morton No. 6

After all which yd said John now at this Term comes here by Simeon Strong Genr his Attr and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as yd Law directs for the said John's prosecuting yd appeal with effect as by sd recognizance on file it appears —

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Phelps Esq
vs
Graham
No. 7

Charles Phelps late of Hadley in ye County of Hampshire Esq Pltff vs Richard Crouch Graham of Pelham in said County Clerk deft in a plea that the said Richard Crouch render to ye Charles one Hundred & six pounds 2/s lawfull money which to the said Charles ye Richard Crouch owes & from him unjustly detains & whereon ye Charles says that the said Richard Crouch at said Hadley on the first day of August Anno 1764 by his Bond under his hand & Seal of ye same date & in Court to be produced bound & Obliged himself to the said Charles in ye sum of one Hundred & six pounds 2/s lawfull money to be paid him on demand as in ye Writ &c The Pltff appears by Elisha Porter Gentr his Attr and the said Richard Crouch being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the ye Charles do recover against ye ye Richard Crouch the sum of Eleven pounds 14/5 of lawfull money debt & cost of Court taxed one pound 14/2 & thereof he may have his Execon ifs 29 july 1767

Warner
vs
Curdem
No. ....

Jonathan Warner of Hadley in the County of Hampshire Trader Pltff vs Richard Crouch Graham of Pelham in said County Clerk Deft in a plea of ye Case for that ye said Richard Crouch at ye Hadley on ye third day May A 1765 by his Note of that date for Value recd promised ye said Jonathan to pay him seven pounds 1/ lawfull money by the first of December then next with lawfull interest till paid yet has never performd his ye promise but neglects to do it To ye damage of ye said Jonathan Ten pounds as in ye Writ. The pltff appears by Elisha Porter Gentr his Attorney and the ye Richard Crouch being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye Jonathan do recover against ye Richard Crouch — Seven pounds 10/3½ of lawfull money damages & cost of Court taxed at one pound 12/2 & thereof &c Execon ifs 14th july 1767

Idem
vs
White
No. 9 .....

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltff vs Thomas White late of New Salem now of South Hadley in ye same County yeoman deft in a plea of the Case for that the said Thomas at said Hadley on the first day of May last past being justly indebted to ye Jonathan ye sum of Seven pound 10/2½ lawfull money for Sundry Goods wares & Merchandizes before that time sold & delivered by said Jona to said Thomas at his ye Thomas special instance & request & the Thomas then & there in consideration thereof promised ye Jonathan ye same sum on demand but has not paid it as in ye Writ To ye damage of the said Jonathan Seven pounds .. The Pltff appears by Elisha Porter Gentr his Attorney & the ye Thomas being three times publickly called makes default of appearance in Court .. Therefore it is considered by the Court that ye Jonathan do recover against ye Thomas Seven pounds 10/2½ of lawfull money damages & cost of Court taxed at one pound 12/ & thereof he may have his Execon — Execon ifs 14th july 1767

Warner vs Chapin No. 10

Jonathan Warner of Hadley in ye County of Hampshire — Trader Pltf vs Hezekiah Chapin of Bernardstown in ye same County yeoman deft in a plea of ye case for that the said Hezekiah at ye Hadley on the fifteenth day of July last past by his Nott of that date for Value received promised the said Jonathan to pay him the sum of three pounds 16/9 lawfull money on demand with ye Lawfull Interest thereof until paid: Yet ye said Hezekiah tho' often requested has never performed his said Promise but neglects it, To the damage of the ye Jonathan five pounds ,, The Pltf appears by Elisha Porter Gentn his Attorney and the said Hezekiah being three Times publickly called to come into Court makes default of appearance here .

Therefore it is considered by the Court that the said Jonathan do recover against the said Hezekiah £4.0/6d. of lawfull money damages and Cost of Court taxed at one pound 17/10 & thereof &c

After all which the said Hezekiah comes here by Daniel Hitchcock Gentleman his Attr and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the county of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Hezekiahs prosecuting the appeal with effect as by ye Recognizance on file it appears

Smith Appt vs Hubbard No. 11

Edward Smith of ~~Amherst~~ Hadley in the County of Hampshire yeoman Appt ~~xxx~~ vs Joseph Hubbard of ~~said Amherst~~ Hadley in ye same County Cordwainer Appelle, from the judgment of Josiah Chauncey one of his Majesties — justices of ye peace for and within the County of Hampshire At a Trial before him on the ~~twenty~~ fourth day of ~~August~~ May Dom: 1767. At which Tryal ye said Joseph was Pltf & the said Edward was deft in a plea of ye case for yt the said Edward at said Hadley on the last day of February Dom: 1765 Owed the ye Joseph the sum of thirteen shillings & one penny to Balance Book Acct according to Acct annexed to the Pltfs writ & then and then and there in Consideration thereof promised ye Joseph to pay him the same sum on demand Yet the said Edward tho' often requested hath never paid the same or any part thereof But unjustly neglects to do it To the damage of the said Joseph the sum of twenty shillings, At which Tryal ye Justice rendered judgment that the said Joseph do recover against ye Edward five shillings & ninepence three farthings Lawfull money damages & Cost of suit taxed at 14/2: from which judgment the said Edward appealed to this Honble Court: And now at this Term the said parties come here and humbly pray that this case may be continued until ye next Term, And it is considered by ye Court that ye said Parties have a further day in this Court ~~on~~ until the Last Tuesday of August next ensuing accordingly

Fowler vs Spelman No. 12

Luther Fowler of Westfield in the County of Hampshire yeoman Plt vs Thomas Spelman of Granville in ye same County yeoman deft in a plea of the Case for that the said Thomas at said Granvill on the first day of jany 1766 by his note of that date for Value rec'd promised the said Luther to pay him the Sum of nine pound & ten shillings worth of neat Cattle by the first day of Novr then next following the date of said Note with lawfull interest till paid, Yet the sd Thomas has never performed his sd promise but neglects to do it as in the Writ The Plt appears by John Phelps Gentr his Attorney and the sd Thomas being three Times publickly called to come into Court makes default of appearance here: therefore it is considered by the Court that the sd Luther do recover against the said Thomas nine pound 15/7¾ of lawfull money damages & cost of Court taxed at one pound 10/2 & thereof &c

The sd Thomas afterwards now at this same Term comes here by John Worthington Esq his Attorney & appeals from the judgment of this court to ye Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & recognizes with sureties as the law directs for the said Thomas prosecuting ye appeal with effect as by said recognizance on file it appears

Shepard vs Belton No. 13

John Shepard Junr of Westfield in ye County of Hampshire yeoman Plt vs Ephraim Belton of Granville in the same County yeoman deft in a plea of the case for that the said Ephraim at sd Westfield on ye last day of March last past being justly indebted to ye sd John in ye sum of three pounds 7/10 for sundry Good Wares & merchandizes before that time sold & delivered to sd ~~Thomas~~ Ephraim at his special instance & request according to ye act hereto (viz to the writ) annexed and in Consideration thereof promised to pay him said sum on demand as in ye Writ &c The Plt appears by John Phelps Gentr his Attorney and the sd Ephraim being three times publickly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that the said John do recover against the sd Ephraim three pounds 7/10 of lawfull money damages and Cost of Court taxed at one pound 10/2 & thereof &c ... Execon is sd 10th Mar 1766

Gibbs vs Lee No. 14

Israel Gibbs junr of Blandford in the county of Hampshire yeoman Plt vs David Lee junr of Becket in ye County of Berkshire yeoman deft in a plea of the case for ye the sd David at sd Blandford on the twenty ninth day of May AD 1766 by his Note of ye date for Value received promised sd Israel to pay him four pound 17/6 lawfull money within six months from the date of said note with interest till paid &c as in the Writ, The Plt appears by John Phelps Gentr his Attr and ye said David being three Times publickly called to come into Court makes default of appearance here —

Therefore it is considered by the Court that ye sd Israel do recover against ye sd David £8:3:2 of lawfull money damages & cost of Court taxed at one pound 15/7 & thereof &c

Execon is 22nd June 1767

Samuel Starr of Middletown in the County of Hartford & Colony of Connecticutt Merchant Plt vs Eleazer Burt of Northampton in the County of Hampshire yeoman Deft in a plea of the Case for that said Eleazer at Springfield on the eighth day of Octo 1764 by his Note of that date for Value rec promised said Samuel to pay him four pounds 10/ lawfull money by the first day of May next after the date of said Note with lawfull interest till paid yet sd Eleazer tho' often requested has never paid it but unjustly neglects it. To the damage of ye said Samuel nine pounds &c as in ye Writ. The Plt appears by Daniel Jones Esq his Attorney and the sd Eleazer being three times publickly called makes default of appearance in Court ——

Starr vs Burt No. 15

Therefore it is considered by the Court that the sd Samll do recover against the sd Eleazer five pounds 4/ 1¾ of lawfull money damages & cost of Court taxed at one pound 10/10 and thereof &c

Execution sd 29th June 1767

William Ellas of Deerfield in the County of Hampshire yeoman Plt vs Sarah Hood of Boston in the County of Suffolk. Widow & Taylor relict of Richard Hood late of Boston aforesaid mariner dec deft in a plea of the Case for that said Sarah while she was sole & unmarried & by the Name of Sarah Nolen at Springfield on the last day of December Anno 1749 was justly indebted to ye said William Ellas in ye full & just sum of one Hundred & sixty seven pound 15/2 old Tenor which is now Equal to twenty two pound 7/4 lawfull money on Account according to the annexed Act (viz Act annexed to ye Writ) & said Sarah in Consideration thereof on said last day of December at said Springfield promised said Willm Ellas to pay him the same on demand; Yet sd Sarah while she remained unmarried & by the Name of Sarah Nolen never paid the same neither did the said Richard & ye Sarah during their Intermarriage together or either of them ever pay the same: Neither hath said Sarah nor paid the same since ye Death of said Richard but she unjustly neglects & refuses to do it to the damage of ye said William Twenty five Pound ---- The Plt appears by Daniel Jones Esq his Attorney and ye said Sarah by John Worthington Esq her Attr comes & defends &c when &c and pleads & says that she never promised said William in manner & form as ye Plt in his Declaration has alledged & thereof puts herself on ye Country ----- And the said William by his sd Attorney comes into Court & reserving Liberty to wave this demurrer upon the Trial of the appeal & join the Issue tendered says the plea aforesaid by the Deft above pleaded is an insufficient answer to the Plts declaration & by the law of ye Land he is not held to answer ye same Wherefore for want of a sufficient plea in this Behalf the Plt prays judgment & judgment for his damages & Costs. & the Deft converting says her Plea is sufficient There

Ellas vs Hood No. 16

Ellas vs Hood
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Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of the said Sarah and the matters therein contained are sufficient in law to preclude the said William from having his aforesaid Action maintained against the said Sarah ... Therefore it is considered that the sd William by his plea aforesaid have nothing but that for his groundless demand he bein mercy &c ... It is also considered that the said Sarah do recover against the said William the Sum of Two pound 2/ of lawfull mony allowed her with her assent for her Costs in defending the suit of ysd William & there of the may have her Execon

The sd William by his said Attorney appeals from the judgment of this Court to the superiour court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of Septr next ensuing and the recognizes with Surities as the law directs for the said William's prosecuting the appeal with effect as by sd recognizance on file it appears

Hindsdale Esq Execx vs Scott
No. 17

Benjamin Hall of the Town of Wallingford & Parish of New Chester in ye County of New Haven & Colony of Connecticutt Esq & Abigail Hall his wife the said Abigail as Executrix to the last will & Testament of Ebenezer Hindsdale late of Hindsdale in ye Province of New Hampshire Esq dec'd Pltfs vs Moses Scott of Bernardston in the County of Hampshire yeoman deft in a plea of the Case for that the sd Moses at Springfield on the Thirtieth day of March Anno Dni 1756 by his Note of that date for value recd morrised said Ebenezer to pay him or his order Six pound 6/s lawfull money at or before ye first day of June next ensuing ye date of said Note with interest till paid yet said Moses tho' often requested hath never paid the contents of sd note or any part thereof to ye sd Ebenezer whilst living or to the sd Benjamin or Abigail since his decease but unjustly neglects to do it to the damage of ysaid Benjamin & Abigail Twenty pound ~

The Pltf appears by Daniel Jones Esq his Attorney and the said Moses being three Times publickly called makes default of appearance in Court, Therefore it is considered by the Court that the said Benjn and Abigail in her said Capacity do recover against the sd Moses nine pound 18/11½ of lawfull money damages & Cost of Court taxed at £2:9:6 & therefor &c Execon is 11th June 1767

Bowers vs Kemp
No. 18

Samuel Bowers of Groton in ye County of Middlesex yeoman Pltff Hezekiah Kemp of Deerfield in the County of Hampshire Gentn deft in a plea of the Case for that sd Hezekiah at Springfield on the Thirtieth day of April A 1763 by his promissory note in writing under his hand for value recd promised the said Samuel to pay him or his order Two pounds 2/d by the first of April then next with interest till paid, And also for that sd Hezn

Hezekiah at said Springfield on the twenty eighth day of November Domi. 1763 by one other Note in writing under his hand of that date for Value rec promised the said Samll to pay him or his order £16 on demand with interest till paid yet said Hezekiah tho often requested has never paid the Contents of either of said Notes but neglects to do it To the damage of sd Samll Six pounds &c as in the Writ.. The Pltff appears by Daniel Jones Esq his Attorney and the Sd Hezekiah being three Times publickly called makes default of appearance in Court therefore it is considered by the Court that ye said Samll do recover against ye said Hezekiah three pound 5/3 of lawfull money Damages & cost of Court taxed at two pound 14/10 &c

Bowers vs Kemp 18

After all which the said Hezekiah comes here by Elijah Williams Gentr his Attr and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Surities as the law directs for the said Hezekiah prosecuting the appeal with effect as by said Recognizance on file it appears

Caleb Strong of Northampton in the County of Hampshire Gentr Pltff vs Andrew Lukus of Colrain in ye same County yeoman deft in a plea of the Case for that ye Sd Andrew at Springfield on the 18th day of August A.D. 1763 by his note for Value rec promised ye said Caleb to pay him or his order two pound 12/ lawfull money on demand with interest &c as in ye Writ... The Pltff appears by Daniel Jones Esq his Attorney & the said Andrew being three Times publickly called makes default of appearance in Court... Therefore it is considered by the Court that the said Caleb do recover against the Sd Andrew three pound 3/7½ of lawfull money Damages & cost of Court taxed at one pound 7/ & thereof &c

Strong vs Lukus No. 19

Execon ye March 21st 1766

Cleazer Rice of Rutland in the County of Worcester yeoman Pltff vs Joseph Bingham late of Charlemont in the County of Hampshire Gentr deft in a plea of the case for that the said Joseph at Springfield on the twelfth day of jany A.D. 1763 by his Note of ye date for Value received promised one Paul Rice to pay to him or his order Thirty pounds lawfull money at or before ye last day of Novr 1766 with lawfull interest till paid and ye said Paul after the date of sd Note (Viz) on the 13th day of jany A.D. 1763 at Springfield the whole of said Note being then unpaid by his Indorsement on the Back of said Note with his own hand subscribed ordered the payment of the Contents of sd Note to be made to the Pltff according to the Tenor thereof of all which the said Joseph instantly had Notice & so became liable to pay the same to the Pltff and being so liable he then promised to pay the same to the Pltff &c And also for ye the said

Rice vs Bingham No. 20

(62)

Rice vs Bingham

Joseph at said Springfield on the said twelfth day of January by his other Note of that date for Value Rec promised said Paul Rice to pay him or his order Sixty pounds lawfull money att or before the 12th day of Jany. Domi 1767 with lawfull interest till paid; and the said Paul at Springfield the whole of said Note being then unpaid by his Indorsement on ye Back of said Note with his own hand subscribed ordered the payment of the Contents of sd Note to be made to the Pltff of all which the sd Joseph instantly had notice & so became liable to pay the same to the Pltff and being so liable promised to pay the same to the Pltff, But has not paid the contents of either said Notes &c as in ye Writ To the damage of sd Cleaver one Hundred pounds ... The Pltff appears by Daniel Jones Esq his Attorney .. And the said Joseph being three times publickly called to come into Court makes default of appearance here ..... Therefore it is considered by the Court that the said Cleaver do recover against the said Joseph £100.1.0 & 9¾ of lawfull money damages & Cost of Court taxed at Two pound 7/ & thereof &c

Exion is 7th July 1767

Lovell vs White No. 21

Michael Lovell of Rockingham in the County of Cumberland & Province of New York Gentn Pltff vs William White late of that part of Hindsdale in the County of Cumberland & Province aforesaid yeoman deft in a plea of the Case for that the said William at Springfield on the third day of May A 1765 by his Note of that date for value received promised one Joel Mathews to pay him or order Three pounds 13/11 lawfull money on demand with Interest for the same untill paid and afterward viz on the 24th day of May Domi 1765 said Joel by his indorsement ordered ye payment of ye contents of said Note then wholly unpaid, to be made to the Pltff of all which ye said William instantly had Notice and so became liable to pay the same to the Pltff & being so liable the said William promised the Pltff to pay him the same on demand And also for that said William at Springfield on the third day of May 1764 by one other Note of that date for Value received promised one John Wait to pay him or order two pound 13/9 lawfull money on demand & afterwards viz on ye 24th day of May 1764 sd John by his indorsement ordered the payment of ye contents of said Note then wholly due to be made to ye Pltff of all which said William instantly had notice and so became liable to pay ye same to ye Pltff & being so liable promised the said Pltff to pay him the same on demand and also for that said William at Springfield on the last day of March last was justly indebted to ye said Pltff in ye sum of one pound 4/11 on account according to the account annexed to ye Writ, the said William in consideration thereof promised the Pltff to pay him ye same on demand &c as in the Writ .. The Pltff appears by Daniel Jones Esq his Attorney And ye sd Willm being three times publickly called makes default of appearance in Court ... Therefore it is considered by ye Court that ye sd Michael do recover against ye sd Willm £0:13:1¾ of lawfull money damages & Cost of Court taxed at £3:2:2 & thereof &c

Exion is 29th June 1767

Easton
vs
Youngloe
No. 22

Ahimaaz Easton of Westfield in the County of Hampshire joiner pltff vs Timothy Youngloe of Great Barrington in the County of Berkshire yeoman deft in a plea of the Case for that the said Timothy at Springfield on the last day of january last past being justly indebted to the said Ahimaaz in the sum of five pounds 2/10 lawfull money for the like sum of money by him the said Timothy before that time had & received of the said Ahimaaz & being so indebted pltff Timothy then & there in Consideration thereof promised pltff Ahimaaz to pay him said sum on demand And also for that pltff Timothy at said Springfield on the last day of jany last being justly indebted to the said Ahimaaz in one other sum of five pounds 2/10 of lawfull money for Articles of Act. there before that time had & received by the d Timothy of the said Ahimaaz at the special instance & request of the said Timothy according to a Act hereto annexed (viz to wit) & in consideration thereof the said Timothy promised pltff said Ahimaaz to pay to him said sum last mentioned on demand: Yet the said Timothy tho often requested hath never performed either of his d promises but he denys to do it: To the damage of the said Ahimaaz the sum of £9 ... The Pltff appears by — John Worthing Esq & John Phelps Genr his Attorneys, and the deft by Mark Hopkins Esq his Attorney comes & defends &c & Says he never promised in manner & form as the Pltff in his declaration against him hath alledged & thereof puts himself on the Country & the said Ahimaaz reserving Liberty to alter this plea ~~tendered~~ at the Trial of the appeal & join pltff Issue tendered says that the plea abovepleaded by the said Timothy is an insufficient Answer to his pltff Ahimaaz declaration and that he is not holden by the Law of the Land to answer thereto & this he is ready to verify & wherefore for want of a sufficient plea on the said Timothy's Behalf pltff Ahimaaz prays judgment for his damages & judgment for his Cost ... And pltff said Timothy consenting to the d Reservation say his plea is sufficient

There upon pltff premises being seen and by Court of pltff Lord the King now here fully understood and for that it appears to the said Court of the Lord pltff King that the plea aforesaid of the said Timothy and the matters therein contained are sufficient in law to preclude the said Ahamaaz from having his aforesd Action maintained against the said Timothy Therefore it is considered ~~by~~ that pltff said Ahimaaz by his plea aforesaid have Nothing but that for his groundless ~~action~~ demand he be in mercy — It is also considered that the d Timothy do recover against the d Ahamaaz £1: 8 of lawfull money allowed him with his assent for his Costs in defending the suit of the pltff Ahimaaz & thereof he may have his Execn — —

The said Ahimaaz by his d Attorney appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with sureties as the law directs for the d Ahimaaz's prosecuting pltff appeal with effect as by d recognizance on file it appears

(64)

Eustis vs Danks Ex. No. 23

Jane Eustis of Boston in the County of Suffolk Millener Pltff vs Benoni Danks lately of Chignecto in the province of Nova Scotia Esqr deft in a plea of the Trespass on the Case and wherein the said Jane complains for this to wit that whereas the said Benoni on the Twenty sixth day of November 1764 at Springfield made his certain Note in writing with his proper hand subscribed bearing date the same day & year & by the same Note promised to pay to Messrs Thompson & Gridley or order one Hundred & sixty one pounds 14/16 lawfull money on demand with interest from the date of ysd Note till paid for Value received And that sum of money being wholly unpaid to the said Thompson & Gridley the same Thompson & Gridley afterwards to wit on the Twenty seventh day of November aforesd at Springfield aforesd indorsed that Note with their own proper hands subscribed and by that indorsement they appointed ye Whole contents of said Note to be paid to her ye said Jane Value recd Whereof the Dd Benoni afterwards on the same twenty seventh day of Novr at said Springfield had notice and by reason there of he ysd Benoni became liable to pay the said Jane the whole contents of the sd Note according to the Tenor thereof and in consideration of the premises ysd Benoni in the Twenty seventh day of November aforesd at Springfield aforesd assumed on himself and to ysd Jane then and there promised to pay to her ye whole contents of said Note according to the Tenour thereof whenever he should be thereto requested Yet the said Benoni has not paid ye Contents of the sd Note or any part thereof to the said Jane altho often requested But wholly refuses to do it ... To the damage of the said Jane £190 —

The said Jane appears by Joseph Hawley Esq her Attr, & forasmuch as it appears to the Court of the Lord the King now here that the said Benoni is not an Inhabitant of this Province and propably cannot have had Notice of this suit Therefore it is ~~ordered~~ ordered that the Action be continued to ye next Term of the Court to be holden &c

Bourn vs Webb No. 24

Shearjashub Bourn of Situate in the County of Plymouth Taylor Pltff vs Samuel Webb lately of Murrayfield in the County of Hampshire yeoman deft in a plea of the Case for that whereas the said Samuel on ye Sixteenth day of May Anno 1764 at Springfield by his Note for Value recd promised the said Shearjashub to pay him one pound 15/6¾ lawfull money on demand with lawfull interest till paid Yet the said Samuel tho often thereto requested has not paid the contents of the said Note or any part thereof to the said Shearjashub but he wholly denys to do it To the damage of ysd Shearjashub four pounds ... The Pltff appears by Joseph Hawley Esq his Attorney and the said Samuel being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Shearjashub do recover against the said Samuel two pound 1/10½ of lawfull money damages & cost of Court taxed at two pound 7/2 ½ thereof ... Execution 17th Dec 1767

Samuel Mather of Northampton in the County of Hampshire Gent Pltf vs Charles Phelps late of Hadley in ye same County Gentn deft in a plea of Trespass on the Case and wherein the said Samuel complains that whereas the said Charles on the twenty sixth day of July Dom 1764 at Northampton made a certain Note in writing under his hand bearing date the sam day & year by which he promised the Pl Samuel to pay him or order Eight pound 17/7 lawfull money on demand with lawfull interest till paid (for Value Recd) whereby & by reason whereof the said Charles became Chargeable to pay the said contents of the said Note to the said Samll according to the Tenor thereof and being so chargeable the said Charles on the said Twenty sixth day of july at Northampton afores'd in consideration thereof assumed on himself and to the said Samuel promised that he would pay the contents of said Note to the said Samuel according to the Tenor thereof .. Yet wd Charles tho often requested has not paid the contents of the sd Note to the said Samll But wholly denies to do it to the damage of sd Samll fifteen pound ... The Pltf appears by Joseph Hawley Esq his Attorney and the said Charles being three times publickly called to come into Court makes default of appearance

Mather vs Phelps No. 25

Therefore it is considered by the Court that the said Samll do recover against the said Charles the sum of ten pound 7/7¼ of lawfull mony damages & cost of Court taxed at one pound 18/2 & thereof &c

After all which the said Charles comes here by Elisha Porter Gentn his attorney and appeals from ye judgment of this Court to ye Superam Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & here=cognizes with Surities as the law directs for the said Charles prosecuting the appeal with effect as by said recognizance on file it appears

Bildad Fowler of Westfield in the County of Hampshire Trader Pltf vs Reuben Sweatman of Granville in ye same County yeoman deft in a plea that said Reuben render to the said Bildad two pound 9/6 which to the said Bildad he owes & from him unjustly detains & whereon sd. Bildad says that at a Court holden by Eldad Taylor Esq one of the justices of the peace for the said County of Hampshire at his dwelling house in Westfield in the same County on the twenty sixth day of August A 1764 in the fifth year of the King's reign He said Bildad recovered against the said Reuben one pound 18/2 for his damages by him sustained by reason of the said Reubens not performing to him the said Bildad his the said Reubens promise before that Time made to the Pltf & also 11/4 for his Costs & Charges by him about his Suit in that Behalf expended whereof said Reuben is convict as by the Record thereof in our said Court

Fowler vs Sweatman No. 26

(66)

Court to be produced will appear which judgment is yet in full force not satisfied nor reversed & the said Bildad never sued out Execon on said judgment in form aforesaid recovered whereby action accrues to the said Bildad to demand & have of the said Reuben the sums aforesaid amount-ing in the whole to the sum of two pounds 9/6 yet the said Reuben tho often requested hath never paid the same to the said Bildad but the said Reuben wholly denies to do it to the damage of the ſd Bildad three pounds

Fowler vs Sweatman

The Parties appear and humbly pray that this case may be further continued until the next Term and it is granted them and the said parties have a further day accordingly

Ashley vs Billing No. 27

Joseph Ashley of Sunderland in the county of Hampshire yeom. pltf vs Fellows Billing of the same place and County Gentn deft in a plea of Trespass wherein said Joseph complains & says that he the said Joseph on the Thirtieth day of September last past at Sunderland aforesd was possessed of a certain deed of Bargain & sale wherein one Richard Montague granted Bargained & sold to the said Joseph Ashley to hold to him his Heirs & assigns for ever a certain Lot of Land with the Appurtenances lying in Sunderland aforesaid the same lot being part of the twentieth Homelot in No. 10 called on the East side of the Town street & extending East to the first drain from the front or said Town street including the whole of ſd Homelot from sd Front or Street to said Drain commonly called the great drain; Bounded Easterly said drain West on ſd Town street North on Samll Bridgmans lot & south on ye Lane or County road and wherein also the said Richard bound himself & his Heirs to warrant and defend the same Lot of Land so granted Bargained & sold as aforesaid to the ſd Joseph his Heirs and Assigns forever against the lawfull Claims of all Persons said deed being signed by the said Richard Montague and sealed with the seal of the said Richard Montague and delivered to ſd Joseph by said Richard as the said Richards act & deed by virtue whereof the ſd Joseph then held the said granted Lot of Land of ye value of one Hundred & sixty pounds as his own proper Estate in Fee simple as of his the said Josephs own proper deed of Bargain & Sale and being so thereof possessed Afterwards to wit on the said Thirtieth day of September aforesaid at ſd Sunderland said Joseph the same deed out of his possession casually lost which deed so lost there afterwards to wit on the same Thirtieth day of September aforesaid came into the hands and possession of ye said Fellows by finding Nevertheless the said Fellows knowing the ſd deed to be the proper deed of said Joseph and to him of right to belong and contriving & intending the said Joseph of his deed and his whole estate thereby Bargained and sold as aforesaid subtilly to deceive & defraud tho often requested hath never delivered sd deed to sd Joseph but afterwards (viz) on ye first day of October last past the same deed convert-ed & disposed to his own Use, to the damage of ye said Joseph £200

the

The before named parties come into Court in their proper persons and here agree to submit the Case and also all other disputes controversies & demands at Law or in Equity, subsisting between them to the final determination and award of Timothy Dwight junior Esq Ebenezer Hunt Gentleman both of Northampton & William Williams of Hatfield Gentlm or any two of them (Arbitrators mutually elected by the said Parties) to be made upon the premises & returned into this Court as soon as may be, and the proceedings of the Parties thereon are continued until the next Term of this Court &c

Ashley vs Billing

David Anderson of South Brimfield in the County of Hampshire yeoman Pltf vs John Hitchcock of Brimfield in the same county yeoman Deft in a plea of the case for that the said John at said South Brimfield on the 19th day of June Domi 1766 for Value rec promised said David to pay him Ten pound 10/ lawfull money within six months from the date of said Note with interest till paid &c as in ye Writ ... The Pltf appears by Timo Danielson Gentlm his Attorney And the Deft being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the Pltf David do recover against the said John Eleven pound one shilling 16/ of lawfull money damages & cost of Court taxed at one pound 15/6 & thereof &c

Anderson vs Hitchcock No. 28

James Anderson of Templeton in the County of Worcester yeoman Pltf vs Deliverance Carpenter of Brimfield in the County of Hampshire yeoman deft in a plea of the case for that the said Deliverance at Springfield on the twenty ninth day of September Domi 1766 by his Note of ye date for Value rec promised ye James to pay him or order Ten pound 10/ lawfull money within six months from ye date yet said Deliverance has never paid the same but neglects to do it &c as in the Writ ... To the damage of said James £14 ... The Pltf appears by Timo Danielson Gentlm his Attor And the sd Deliverance being three times publickly called to come into Court makes default of appearance here ... Therefore it is considered by ye Court that the said James do recover against the said Deliverance ten pound 10/ of lawfull money damages & Cost of Court taxed at two pound 3/10 & thereof &c ... Exon is 27th Augt 1767

Anderson vs Carpenter No. 29

Henry Holland of the City of New York in the County & Colony of New York Merchant Pltf vs Jannetje Fonda Gentlewoman of Claverack in ye County of Albany & province of New York Peter Fonda of Lunenburgh in ye same County yeoman Lawrence Fonda of Claverack afores yeoman Stephen Sandyck of sd Lunenburgh Esq & Abraham Yates of Albany afores Esq Executors of the last will and Testament of Abraham Fonda of said Claverack Merchant dec Defts in a plea that the said Executors render to him ye Pltf Henry one Thousand seventy & two pounds 19/4½ lawfull money.

Holland vs Fonda Exrs No. 30

Holland vs Fonda Ex^tr

of the Massachusetts Bay which from him they unjustly detain and whereon the said Henry Holland saith that the afore^d Abraham Fonda at Springfield on the Thirtieth day of Novr Dom^i 1756 being then alive) by his Bond of that date well executed under his hand & Seal and in Court to be produced bound himself (by the name of Abraham Fonda of the County of Albany & Colony of New York Mer^t) unto the said Henry (by the Name of Henry Holland of w^d City & Colony of New York afore^d Merchant) in the Sum of one Thousand four Hundred & Thirty pounds 12/6 current money of New York (which is equal to the said Sum of one thousand seventy two pound 19/4½ lawfull money of this province to be paid to the s^d Henry on demand & tho the s^d Abraham tho often requested & demanded never paid the said sum whilst living nor have the Executors since the death of s^d Abraham or either of them paid the same or any part thereof But unjustly neglect to pay the same to the damage of the s^d Henry £1073 ... The Pl^tff appears by Mark Hopkins Esq his Attorney And the Deft^s being three Times publickly called make default of appearance in Court — Therefore it is considered by w^d Court that the said Pl^tff do recover against the s^d Defts £641:15 of lawfull money Debt and Cost of Court taxed at three pound 10/4 & thereof he may have his Ex^ecution

Exec^n iss^d 26 May 1767

Schuyler vs Eosdem No. 31

Myndert Schuyler of the City of New York in the County and Colony of New York Pl^tff vs Jannatje Fonda of Clauverack in the County of Albany & Province of New York Gentlewoman Peter Fonda of Lunenburgh in w^d County of Albany Lawrence Fonda of said Clauverack yeoman Stephen Landyck of Lunenburgh afore^said Esq & Abraham Yates of Albany afore^said Esq Exec^tors of the last will & testament of Abraham Fonda late of s^d Clauverack Esq deceased Defts in a plea of the Case for that the said Abraham Fonda at Springfield on the first day of December A^D 1762 (he being then alive) being justly indebted to the said Myndert the sum of two Hundred & twenty eight pound current money of the province of New York (which is equal to 171£ lawfull money of this province of the Massachusetts Bay) for sundry goods Wares and Merchandizes by w^d said Myndert to the said Abraham before w^d time sold & delivered; in consideration thereof the said Abraham Fonda then and there promised the said Myndert to him w^d sum on demand — Yet the said Abraham Fonda in his life time never paid the same or any part thereof tho often thereto requested Nor have w^d said Jannetje Peter Lawrence Stephen and Abraham Yates Executors as afore^said ever paid the same since the Death of said Abraham w^d Testator tho they have been often requested but they unjustly neglect & refuse to do it To the damage of the said Myndert £200 ... The Pl^tff appears by Mark Hopkins Esq his Att^y and the defts being three Times publickly called make default of appearance in Court ... Therefore it is considered by w^d Court that w^d Myndert do recover against w^d Executors one Hundred & ninety four pound 6/8¾ of lawfull mony damages & Cost of Court taxed at three pound 10/4 as the law ... ed & disposed to his own Use ... To the damage of w^d sum

Exec^n iss^d 26 May 1767

Veeder vs Williams
No. 32

Simeon Johannis Veeder of the City of Albany in the County of Albany & Province of New York Merchant Pltf vs William Williams of Pittsfield in ye County of Berkshire Esquire deft in a plea of the case for that the said William on ye twenty sixth day of August Anno Dni 1765 viz then being a person useing Commerce viz) at Springfield) being indebted to the said Simeon Johs the sum of Seventy pounds Sterling money of Great Britain according to the Usage & custom of Merchants viz at Springfield aforesaid made three several Bills of exchange subscribed with the proper Name & hand of him ye said William for one & the same sum of money & directed ye same several Bills of exchange to Henry Fowler Esq at the pay office White Hall London & by the same several bills of exchange required the said Henry to pay the same in manner & form following viz the said William by ye first of the said three Bills of exchange required the said Henry thirty days after the sight of his said first Bill (second & third of the same Tenor & date not paid) to pay unto the said Simeon Johs Veeder or his order, the sum of seventy pounds Sterling which is equal to ninety pounds 6/8 lawfull money of the Province of the Massachusetts Bay it being the said Williams Arrears as a reduced Captn in Sir William Pepperills Bart late Regiment of foot and Charge the same with or without farther advice to the Acct of the said William and the same William by the secd of his said three Bills of Exchange required the said Henry thirty days after sight of that his second Bill of exchange (first & third of ye same Tenor & date not paid) to pay unto the aforesaid Simeon Johs Veeder or his order the sum of seventy pounds Sterling it being his Arrears as a reduced Captn in Sir William Pepperills Bart late Regiment of foot & to charge the same with or without further Advice to the acct of ye said William And the said William by the third of said three Bills of Exchange required the said Henry thirty days after sight of that his third Bill of exchange first & second of the same Tenor & date not paid, to pay unto ye said Simeon Johs Veeder the sum of Seventy pounds sterling it being his Arrears as a reduced Captn in Sir Willm Pepperills Bart late Regiment of foot & to charge the same with or without further advice ,, And the said Simeon Johs Veeder in fact says that afterward viz on the 16th day of Jany 1766 at Springfield aforesaid he did (according to the Usage of Merchants) shew unto ye said Henry Fowler the aforesd first Bill of Exchange subscribed with the proper hand & seal name of said Willm (the said second & third Bills of Exchange being then not paid nor was any part of the said Seventy pounds sterling then paid or satisfied, and then & there required him the said Henry to accept & pay the same Bill of exchange according to the Tenor thereof But the said Henry Fowler did not accept or pay the same Bill of Exchange But then & there altogether refused to accept ye same or ever to pay the said sum of Seventy pounds sterling in the same Bill

(70)

Veeder vs Williams

Mentioned of which Premises the aforesd William Williams after=wards viz on the same sixteenth day of January last above said at Spring=field aforesaid had notice, by reason of which premises he the sd William Williams according to Law & the custom of Merchants became liable to pay to sd Simeon the said sum of Seventy pounds sterling in the same Bill of Exchange mentioned and the interest thereof. And all the costs Charges and damages occasioned by the Premises And he the said William being so liable afterwards viz. on the same sixteenth day of January aforesd at Springfield aforesd, in consideration thereof undertook and to the sd Simeon Johns Veeder then & there faithfully promised that he wd William would well & truly pay the same to him the said Simeon Johns. on demand

And also for that wd William Williams on the twenty sixth Day of August Anno 1765 aforesd at Springfield was indebted to the said Simeon Johns Veeder the sum of seventy pounds Sterling, which is equal to ninety three pounds 6/8 lawfull money of this province of the Massachusetts Bay for so much money before that time had & received by the said William to the use of the said Simeon Johns and being so indebted he the said William then & there in consideration thereof promised the said Simeon Johns to pay him wd same on demand Yet the said William his said several promises not regarding has not paid the said several Sums or either of them or any part thereof tho he has been often thereto requested viz at said Springfield But he the said William unjustly neglects & refuses to fulfill his said several promises or either of them. To the damage of wd Simeon Johannis Veeder £130—

The Pltf appears by Mark Hopkins Esq his Attorney, and the said Willm by Woodbridge Little his Attorney comes & defends &c and says that the said Simeon ought not to have & maintain his action against him because he says that the Bond declared on is not his act and deed and therefore prays judgment whether the said Simeon ought to have his said action against him & judgment for his Cost — And the said Simeon by his said Attorney replying says that he ought not to be precluded from having or maintaining his said Action against the said William because he says that the plea by the sd William above pleaded is an insufficient answer to wd Declaration of the sd Simeon and that he is under no necessity nor is obliged by the law of wd Land to make answer thereto and this he is ready to verify Wherefore for default of a sufficient plea in this Behalf he prays judgment for his damages & costs ,,, And the said Willm says his plea is sufficient

Thereupon all and singular the premises being seen & fully understood by the Court of wd Lord wking now here, for that it appears to the said Court that the plea aforesaid of the said William and matters therein contained are not sufficient in law to preclude the said Simeon from proceeding in his said Action against the said William or from his damages aforesaid — —

Wherefore

Therefore it is considered by the Court that the said Simeon Jobb do recover against the said William the sum of one Hundred & twelve pounds 7/2 of lawfull money damages and Cost of Court taxed at three pound 2/0 & thereof he may have his Execon

Veeder vs Williams &c

The said William by his above named Attorney appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the county of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said William' prosecuting his appeal with effect as by sd recognizance on file it appears

Hulbert vs Payen No. 33

Samuel Hulbert of Sharon in sd County Litchfield & colony of Connecticutt Gentn Pltf vs Samuel Payen of Williamstown in sd County of Berkshire yeoman Deft in a plea of sd Case for that the said Samuel Payen at Springfield on the ninth day of February A D 1765 by his promissory Note of that date for Value recd promised sd Samuel Hulbert to pay him four pound 14/ Currant money of sd Province of New York which is equal to three pound 10/6 lawfull money of this province at or before the first day of April then next ensuing with interest till paid &c as in the Writ ... The Pltf appears by Mark Hopkins Esq his Attn and the Deft being three Times publickly called makes default of appearance in Court ~ ~ Therefore it is considered by the Court yt sd Samll Hulbert do recover against sd Samll Payen four pound 12/2 of lawfull money damages & cost of Court taxed at two pound 14/2 & thereof &c ~ ~ ~ ~ ~ ~ Execon is 26th May 1767

Idem vs Fuller No. 34

Samuel Hulbert of Sharon in the County of Litchfield & in sd Colony of Connecticutt Gentn Pltf vs Elkanah Fuller of Sheffield in sd County of Berkshire yeoman deft in a plea of the case for that the said Elkanah at Springfield on the sixteenth day of May A D 1763 by his promissory Note of that date for Value received promised sd Samll to pay him six pounds lawfull money at or before sd nineteenth day of May last afore with lawfull interest till paid Yet the said Elkanah hath never paid the same But wholly refuses to fulfill his sd promise &c as in sd Writ, to the damage of sd Samll £9 ... The Pltf appears by Mark Hopkins Esq his Attorney and the said Elkanah being three times publickly called makes default of appearance in Court ~ Therefore it is considered by sd Court that the sd Samuel do recover against sd Elkanah seven pound 8/9 of lawfull money damages & cost of Court taxed at £2:13/4 & thereof &c Execon is 26th May 1767 ~

Brown &c vs Lee No. 35

William Brown & Richard Ray both of sd City of New York in sd County & Province of New York Merchants Pltfs vs Samll Lee of Great Barrington in sd County of Berkshire Physician & Michael Hopkins of America present in Duttchess County in sd Province of New York Gentleman deft in

(72)

Brown & al
vs
Lee & al

— In a plea of the Case for that the said Samuel & Michael at Springfield on the second day of March A 1765 by their promissory Note of that date for Value rec'd promised said William & Richard to pay them the sum of Eighteen pounds lawfull money at or before the nineteenth day of jany 1767 with interest for the same from the nineteenth day of January Anno Dom 1766 till paid Yet the said Samll & Michael never paid the same sum of eighteen pounds and the interest nor any penny thereof at or before the same nineteenth day of jany 1767 aforesaid nor did either of them pay w^d same nor have w^d said Samuel & Michael neither of them ever to this day paid the same or any part there of tho often requested But unjustly have neglected & still neglect & refuse to fulfill their said promise to the damage of the said William & Richard Thirty pounds The Pltfs appear by Mark Hopkins Esq their Attr And the said Samll & Michael being three times publickly called make default of appearance in Court And for that it appears d^d Michael hath not had notice of this suit Therefore it is considered by Court that w^d Pltfs do recover against w^d said Samuel nineteen pounds 8/9¾ of lawfull money damages and Cost of Court taxed at three pound 10/6 & thereof &c — — — After all which the said Samll ~~appeared~~ comes here by his Attr Theodore Sedgwick and appeals from the judgment of this Court to the superiour court of judicature to be holden at Springfield within & for the county of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for that Samuels ~~appeal~~ prosecuting w^d appeal with effect as by recognizance on file it appears

Hulburt
vs
Bishop
No 36

Samuel Hulburt of Sharon in the county of Litchfield & Colony of Connecticutt Gentr Pltff vs Theophilus Bishop living at a place called a Gore or grant of land West of Pittsfield in the county of Berkshire yeoman Deft in a plea of the Case for that w^d Theophilus at Springfield on w^d seventh day of December A 1763 by Note of that date for Value rec'd promised the said Samuel to pay him six pounds 6/ at or before the first of may next ensuing with interest till paid &c as in the Writ — The Pltff appears by Mark Hopkins Esq his Attr and the said Theophilus being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that w^d Samuel do recover against the said Theophilus seven pound 9/8 of lawfull money damages and Cost of Court taxed at two pound 12/4 &c — Exon ipsi 26th May 1767

Walker
vs
Forcey &c
No 37

John Walker of Hartford in w^d County of Hartford & colony of Connecticutt Merchant Pltff vs Thomas Foucy & Benjamin Foucy both late of New London in the County of New London & Colony aforesaid Merchants Deft^s in a plea ~~of the Case for~~ that the said Thomas & Benjamin tender to him the said John twenty pounds 2/ lawfull money which to him they owe and unjustly detain and whereon w^d John says that at the Superiour Court holden

Holden at Hartford in the County of Hartford viz at Spring field on the third day of March A 1767 he by the Name of John Walker of Hartford by the judgment of the same Court recovered against ye said Thomas & Benjamin by the Name of Thomas Foxy & Benjamin Fosey both of New London in Company thirteen pounds 12/ lawfull money damages by reason of the Jd Thomas & Benjamins not performing to him their promise before that Time made him and also for the sum of eight pounds 10/ like money for costs & charges by him about his suit in that Behalf expended whereof the said Thomas and Benjamin are convict as by the Record thereof in Court to be produced is manifest & appears which judgment yet remains in full force not satisfied nor recovered & atthe the said John on ye 14th day of March last past sued out the Writ of Execon on ye judgment aforesd yet no part of the said sums was thereby levied and the same is long since returned wholly unsatisfied So that Action accrues to the said John to demand & have of the said Thomas & Benjamin ye Sums aforesaid in form aforesd recovered viz) at Springfield aforesaid yet the said Thomas & Benjamin tho they have been often thereto requested have never paid ye same nor hath either of them paid ye same nor any part thereof but they and each of them unjustly neglect & deny to pay the same to the damage of jd John twenty six pounds, The Pltf appears by Mark Hopkins Esq his Attr, and for a much as it has been made to appear to this Court that the said Thomas & Benjamin at the Time of ye service of this Writ were out of this province and probably have not had Notice of this Suit Therefore it is ordered by the Court the Case be continued until the next Term to be holden &c

Walker vs Fosey &c

Partry Jones of Hartford in ye County of Hartford & Colony of Connecticut yeoman Pltf vs Jonathan Whaples of Sandisfield in the County of Berkshire yeoman deft in a plea of the Case for that that the said Jonathan at Springfield aforesaid on ye twenty sixth day of June A 1766 by his Note of ye date for Value received promised the said Partry to pay him eight pounds 14/ in good Beef at money price by ye first of Octobr next ensuing and the said Partry saith he hath always been ready to receive sd eight pounds 14/ in good Beef at money price viz at Spring field afores., Yet ye said Jonathan hath never paid ye same nor any way performed his promise & ca in ye Writ to the damage of ye sd Partrey Twelve pounds, The Pltf appears by Mark Hopkins Esq his Attorney and the said Jonathan being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court ye the sd Partry do recover against the said Jonathan nine pounds 6/ of lawfull money damages & cost of Court taxed at £2 & thereof

after all which the said Jonathan comes here by John Phelps Gent his Attr and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next and here recognizes with sureties according to law directs for said his prosecution ye appeal with effect as by sd recognizance on file it appears

Jones vs Whaples No 30

(74)

Dewey vs Perry
No. 39

Moses Dewey of Westfield in the County of Hampshire Gentn Pltff vs Eliakim Perry of Great Barrington in the County of Berkshire yeoman deft in a plea of the Case for that the said Eliakim at Springfield on the twenty sixth day of November A D 1766 by his Note of ye date for Value rec promised said Moses to pay him five pounds lawfull mony on demand &c as in ye Writ — The Pltff appears by Mark Hopkins Esq his Attorney and the said Eliakim being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Moses do recover against the said Eliakim the sum of four pounds 1/3½ of lawfull money damages and Cost of Court taxed at one pound 16/6 and thereof he may have &c

Execon ifs 29th August 1767

Slyck vs Ingersoll
No. 40

Tobias Van Slyck of Kenderhook in the County of Albany & province of New York yeoman Pltff vs William Ingersoll of Great Barrington in the County of Berkshire Gentn deft in a plea of the Case for that the said William at Springfield on the ninth day of August A D 1766 by his Note for Value rec promised the said Tobias to pay him or his order forty nine pounds 7/9 lawfull money by the first day june next ensuing ye date of said Note with interest till paid Yet ye said William has never performed his said promise tho oftentimes requested &c as in ye Writ to the damage of ye sd Tobias sixty five pounds the Pltff appears by Mark Hopkins Esq his Attorney And ye sd William being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the sd Tobias do recover against the said William forty six pounds 5/4 3/4 lawfull money damages & cost of Court taxed two pound 17/4 & thereof &c

Execon ifs 26th May 1767

Bebee vs Cowls
No. 41

Martin Bebee of the New Plantation called New Concord in the County of Albany and Province of New York yeoman Pltff vs Benjamin Cowls of Canaan in the County of Litchfield and Colony of Connecticutt Gentn deft in a plea of the Case for that the said Benjamin at Springfield on the fifth day of May last past by his Note of that date for Value received promised the said Martin to pay him the sum of Sixteen pounds 6/8 Currant money of the province of New York wch is equal to twelve pound 8/ lawfull money of this province on demand with Interest till paid Yet the said Benjamin tho often requested hath not paid the same or any part thereof but wholly neglects it to the damage of ye said Benjamin Twenty pounds The Pltff appears by Woodbridge Little his Attorney & forasmuch as it appears to this Court that ye said Benjamin at the time of ye Service of this Writ was out of the province & probably has not had notice of this suit therefore it is ordered that the case be continued until ye next Term of this Court to be holden &c

Moses Graves of Pittsfield in the County of Berkshire Gentn Pltff vs Ephraim Seelye of Hownal in the province of New York yeoman Deft in a plea of the Case for that whereas the said Ephraim at Springfield on the tenth day of July last past by his Note of that date for value recd promised the said Moses to pay him or his order Thirty five pounds lawfull money by the first day of April then next with the lawfull Interest till paid Yet the said Ephraim tho' often thereto requested hath never paid the same or any part thereof to the said Moses or his order but wholly neglects to do it To the damage of the said Moses fifty pounds .. The Pltff appears by Woodbridge Little Gentn his Attorney And forasmuch as it appears to the Court that the said Ephraim is not an inhabitant of this province and probably cannot have had notice of this Suit It is therefore ordered by the Court that the said action be continued until ye next Term of the Court to be holden &c

Graves vs Seelye No. 42

David Van Schaack of Kenderhook in the County of Albany and province of New York Merchant Pltff vs Nathan Ball of Stockbridge in ye County of Berkshire yeoman deft in a plea of the Case for that the said Nathan at Springfield on the second day of August AD 1765 by his Note of that date for Value recvd promised the said David to pay him or his order twenty five pound 15/3 lawfull money on the first day of December then next with ye lawfull interest thereof from the date of sd Note till paid Yet the said Nathan tho' often requested hath never paid the same or any part thereof But wholly neglects it To the damage of the said David Thirty pounds .. The Pltff appears by Woodbridge Little his Attr and the said Nathan being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said David do recover against ye said Nathan twenty eight pounds 10/9½ of lawfull money damages & Cost of Court taxed at two pounds 17/8 & thereof &c

The said Nathan afterwards at this same Term comes here by Mark Hopkins Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Nathans prosecuting the appeal with effect as by said recognizance on file it appears

Van Schaack vs Ball No. 43

Cornelius Vn Schaack Junr of Kenderhook in the County of Albany & Province of New York yeoman Pltff vs Hezekiah Jones Junr of Pittsfield in the County of Berkshire yeoman Deft in a plea of the Case for that the said Hezekiah at Springfield on the eighteenth day of December AD 1764 by his Note of that date for Value received promised ye Cornelius to pay him or his order two pound 12/9 New york money which is equal to one pound 19/6¾

Van Schaack vs Jones No. 44

(76)

Van Schaack vs Jones

Lawfull money on demand with interest till paid Yet the said Hezekiah tho often thereto requested hath never paid the same or any part thereof but wholly neglects to do it To the damage of the said Cornelius Four pounds — The Pltf appears by Woodbridge Little Gentn his Attorney and the said Hezekiah being three Times publickly called makes de=fault of appearance in Court — Therefore it is considered by the Court that the said Cornelius do recover against the said Hezekiah two pound 5/2¼ of lawfull money damages & cost of Court taxed at £2:7: & thereof &c

Exon Ffs 26th May 1767

Idem vs Martin No. 45

Cornelius Van Schaack jun of Kerderhook in the County of Albany and Province of New York yeoman Pltf vs Caleb Martin of Lanesborough in the County of Berkshire yeoman Deft in a plea of the Case for that the said Caleb at Springfield on the eigth day of Novr AD 1763 by his Note of that date for Value rec promised the said Cornelius to pay him or his Order six pound 8/9 lawfull money on demand with interest from the first day of February then next ensuing &c The said Caleb tho often requested hath never paid the same &c as in the Writ To the damage of said Cornelius Nine pounds ... The Pltf appears by Woodbridge Little his Attn and the said Caleb being three Times publickly called makes de=fault of appearance in Court — Therefore it is considered by the Court that the said Cornelius do recover against the said Caleb seven pound & six pence one farthing of lawfull money damages & cost of Court taxed at two pound 18/2 & thereof &c —

Exon Ffs 26th May 1767 —

Fonda vs Petit No. 46

Lawrence Fonda of Claverack in the County of Albany and province of New York yeoman Pltf vs Jonathan Petit of Sheffield in the County of Berkshire yeoman Deft in a plea of the Case for that the said Jonathan at Springfield on the Eleventh day of May AD 1764 by his Note of that date for Value rec promised said Lawrence to pay him or cause to be paid to him or his Order ten pound 2/1 Lawfull money on or before the the first day of May then next ensuing with interest till paid But hath never paid the same &c as in the Writ — To the damage of the said Lawrence ten pounds — The Pltf appears by Theodore Sedgwick Gentn his Attn and the said Jonathan being three Times publickly called to come into Court makes default of appearance here — therefore it is considered by the Court that the said Lawrence do recover against the said Jonathan of lawfull money damages and Cost of of Court taxed at two pound 7/6 & thereof &c —

Moor vs Benton No. 47

Jonathan Moor jun of Salisbury in the County of Litchfield in the Colony of Connecticut Husbandman Pltf vs Samuel Benton of — Richmond in the County of Berkshire yeoman Deft In a plea of the Case for that the said Samuel at Springfield on the fifteenth day of Oct Anno

Dom.i. 1766 by his promissory Note of that date for Value received promised the said Jonathan to pay him ten pounds 6/6 lawfull money at or before the first day of April 1767 with lawfull interest till paid yet the said Samuel tho often requested hath never paid the same & is now Writ to the damage of sd Jonathan thirteen pounds ... The 1st appears by Theodore Sedgwick his attorney and wd Samuel being three times publickly called makes default of appearance in Court

Moor vs Benton

Therefore it is considered by the Court that the said Jonathan do recover against the said Samuel the sum of ten pound 13/10½ of lawfull money damages & Cost of Court taxed at two pound 15/2 & therefore

Execution 26th May 1767

Elisha Parks of Westfield in the County of Hampshire Gentn Pltff vs Jonathan Whaples of Sandisfield in wd County of Berkshire yeoman deft in a plea of the case for that whereas the said Jonathan at Springfield on the first day of June A.D. 1764 by his Note of that date for Value recd promised one Captn John Chadwick to pay him or order thirty eight pounds lawfull money within two years from the date of said Note with lawfull interest ~~therefor~~ till paid and afterwards Viz on wd same day at Springfield the said John by his indorsement on the Back of wd same Note for Value recd ordered & appointed wd Contents of sd Note then wholly unpaid to be paid to wd Elisha Whereof the said Jonathan on wd same day had Notice whereby wd Jonathan became liable to pay wd Contents of sd Note to said Elisha And the said Jonathan then and there in consideration thereof promised wd Elisha to pay him wd same sum within wd two years aforesaid with the interest yet the said Jonathan tho often requested hath never paid wd same or the interest & is now Writ to the damage of wd Elisha fifty pounds ... The 1st appears by Theodore Sedgwick Gentn his Attn and the said Jonathan being three times publickly called makes default of appearance in Court ~ Therefore it is considered by wd Court that the sd Elisha do recover against wd said Jonathan forty four pounds 15/2¾ of lawfull money damages & Cost of Court taxed at one pound 11/10 & thereof &c —

Parks vs Whaples No. 48

After all which the said Jonathan comes here by John Phelps Gentn his Attorney and appeals from the judgment of this Court to the Superior Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Sureties as wd law directs for the said Jonathan prosecuting the appeal with effect as by said recognizance on file it appears

Gideon Drake of Windsor in the County of Hartford & Colony of Connecticut Trader Pltff vs Azariah Brown of New Marlborough in the County of Berkshire yeoman deft in a plea of the case for that the said Azariah at Springfield on the 21st day of Oct last past by his Note of that date for Value recd promised one Abiather Evens to pay him or his order eight pounds 13/4 lawfull money within

Drake vs Brown No. 49

[78]
Drake vs Brown

three months from the date thereof And the said Abiather — afterwards at Springfield on ye 26th day of January 1767 by his indorsment on the back of ye same Note for Value rec'd ordered the Contents of ye said Note then wholly due & unpaid to be paid to the said Gideon Whereof ye said Azariah on the same day had notice whereby the said Azariah became liable to pay ye Contents thereof to the said Gideon and said Azariah in Consideration thereof promised the said Gideon to pay him the same on demand Yet tho' often requested has never paid the same &c as in ye Writ The Pltff — appears by Theodore Sedgwick Gent his Attr and the said Azariah being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that the said Gideon do recover against the said Azariah eight pound 13/5 of lawfull money damages & Cost of Court taxed at one pound 16/6 & thereof &c

Execon Iss 26th May 1767

Fauster vs Heaton No. 50

Josiah Fauster of Chelmsford in the County of Middlesex Gentleman Pltff vs John Heaton of Charlemont in ye County of Hampshire yeoman deft in a plea of the Case for that the said John at Springfield on ye twenty fourth day of March AD 1766 by his Note of that date for Value received promised ye said Josiah to pay him or his order the sum of three pounds 0/6 sterling money of Great Britain which is equal to four pounds 11/4 of lawfull money on demand with interest till paid And also for ye sd John at Springfield afores.d was justly indebted to the said Josiah the full sum of one pound lawfull mony on act according to the Act annexed to the Writ and the said John in Consideration thereof promised the said Josiah to pay him the same on demand Yet the said John tho' often requested hath never paid the contents of said Note or the said Act or any part thereof But unjustly neglects to do it To the damag of the sd Josiah ten pounds. The Pltff appears by Daniel Jones Esq his Attorney And the said John being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Josiah do recover against ye sd John five pound 7/2 of lawfull money damages & Cost of Court taxed at £2: 10: 10 & thereof

After all which the said John comes here by Elijah Williams Gent his Attorney & appeals from ye judgment of this Court to the Superior Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing & he recognizes with Sureties as the law directs for the said John prosecuting ye appeal with effect as by said recognizance on file it appears

Gunn vs Heaton No. 51

Asahel Gunn of Montague in ye County of Hampshire yeoman Pltff vs John Heaton of Charlemont in ye same County yeoman deft in a plea of ye Case for that the said John at Springfield on the eleventh day of March — AD 1766 by his Note of hand of that date for value received promised said afn

As ahel to pay him five pounds lawfull money on demand with lawfull interest till paid Yet the said John tho' often requested hath never paid ye contents of said Note or any part thereof but wholly neglects to do it to the damage of the said Ashel seven pounds The Pltf appears by Daniel Jones Esq his attorney and the said John being three times publickly called to come into Court makes default of appearance here ,, Therefore it is considered by the Court that the said Ashel do recover against the said John five pounds 7/1½ of lawfull money damages and Cost of Court taxed at two pounds 2/4 & thereof he may have his Execn -- After all which the said John Comes here by Elijah Williams Gentn his Attorney and appeals from the judgment of this Court to the superiour Court of judicature to be holden at Springfield within & for the county of Hampshire on the fourth Tuesday of september next ensuing and he recognizes with Sureties as ye law directs for the said John prosecuting the appeal with effect as by said recognizance on file it appears

Gunn vs Heaton

Samuel Poole of Deerfield in ye County of Hampshire Gentn Pltff vs Elisha Fullam of Fitchburgh in the County of Worcester yeoman deft In a plea of the Case for that the said Elisha at Springfield on the twenty second day of April A 1765 by his Note of that date for value received promised said Samuel to pay him or order one Hundred & thirty three pound 6/8 on or before the first day of March next ensuing ye Date of said Note with interest till paid Yet ye said Elisha tho' often requested hath never paid the same &c as in the Writ to ye damage of ye said Samuel One Hundred pounds The Pltff appears by Daniel Jones Esq his Attorney and the said Elisha being three times publickly called makes default of appearance in Court therefore it is considered by the Court that the said Samuel do recover against the said Elisha Eighty seven pounds 5/7¾ of lawfull money damages and Cost of Court taxed at two pounds 5/11 & thereof &c ~~~~ The said Elisha afterwards now at this same Term comes here by John Worthington Esq his Attorney & appeals from ye judgment of this Court to the superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as ye law directs for the said Elisha's prosecuting ye appeal with effect as by said recognizance on file it appears

Poole vs Fullam No. 52

Sarah Wright of Wethersfield in ye County of Hartford and Colony of Connecticut widow Administratrix of all & singular ye Goods & Chattels Rights & Credits of Crafts Wright late of Wethersfield yeoman deceased Pltff vs Ephraim Noble of Westfield in ye County of Hampshire yeoman deft in a plea of the Case for that said Ephraim at sd Wethersfield on the twen

Wrights Admx vs Noble No. 53

(80)

Wright: Adm^x vs Noble

Twenty seventh day of june A^d 1763 by his promissory Note of that date for Value received promised the said Crafts Wright to pay him Thirteen pounds lawfull money on or before the first of Oct^o then next if not paid then with interest till paid Yet said Ephraim tho often requested has never paid the same before or since the death of said Crafts & claims Writ to the damage of said Sarah Twenty pounds The Pltt appears by justin Ely Gent^n her Attorney and the said Ephraim being three times publickly called to come into Court makes default of appearance there

Therefore it is considered by the Court that the said Sarah do recover against the said Ephraim fifteen pounds 16/0 of lawfull money damages & Cost of Court taxed at one pound 16/4 ~ Execution is W^ln June 1765

Wright vs Moor No. 54

Sarah Wright of Wethersfield in the County of Hartford & Colony of Connecticutt Spinster Pltt vs James ~~Wm~~ Moor yeoman & William Moor yeoman both of Westfield in ye County of Hampshire Defts in a plea of the case for that the said James and William at said ~~Northam~~ West field on the eleventh day of july last past by their promissory Note of that date for Value Recd promised the pltt to pay her Twenty two pounds 2/6 at or before ye first of Oct^o then next with the lawfull interest untill paid Yet said James & William or either of them have not paid said sum or interest to the Pltt but hitherto have & still neglect & refuse to do it to the damage of the said Sarah Twenty five pound ... The Pltt appears by justin Ely Gent^n her Att^y and the said James & William being three times publickly called make default of appearance in Court

Therefore it is considered by the Court that the said Sarah do recover against the said James & William twelve pounds 16/1½ of lawfull money damages & Cost of Court taxed at one pound 10/2 & thereof &c

The said James & William afterwards at this same Term come here by John Phelps Gent^n their Attorney & appeal from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said James & Williams prosecuting the appeal with effect as by said recognizance on file it appears

Nathan vs Palmer No. 55

John Nathan of Galloway in ye County of Chester & province of New York Gent^n Pltt vs David Palmer of Belchertown in ye County of Hampshire yeoman Deft in a plea of the Case for wh^ch the said David at Springfield on the 3^d day of March Dom^i 1766 by his promissory note of that date for Value there received promised wh^ch Pltt to pay him or his order four pounds of lawfull money by the first day of August then next with interest from the time of payment Yet said David tho often requested hath never paid paid wh^ch sum or interest & claims ye Writ to ye damage of the said John Six pounds

The Pltf appears by justin Ely Gentn his Attn and the said David being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that the said John do recover against the said David four pound 14/3½ of lawfull money damages & cost of Court taxed at two pound 8/6 & there of &c —— Execon ffd Wm June 1767

Nathan vs Palmer

Nathan Morgan of Springfield in the county of Hampshire yeoman Pltff vs Ephraim Pelton of Granville in said County yeoman deft In a plea of the Case for that the said Ephraim at said Granville on the Eleventh day of October Domi 1765 by his promissory note of that date for Value received promised said Nathan to pay him three pound 6/ ~~on~~ by ye first day of ~~January~~ April then next with interest from the first day of January then next till paid Yet said Ephraim tho often requested has never fulfilled his promise &c as in the Writ To the damage ~~of~~ the said Nathan four pounds ---- The Pltff appears by justin Ely Gentn his Attorney and the Deft being three Times publickly called makes default of appearance in Court ---- Therefore it is considered by ye Court that the said Nathan do recover against ye sd Ephraim Two pound 10/5½ of lawfull money damages & Cost of Court taxed at one pound 7/11 & there of &c —— Execon ffd 17th July 1767

Morgan vs Pelton No. 56

Eliphalet Leonard of Springfield in the County of Hampshire Gentleman Pltff vs Robert Linsey of Westfield in said County yeoman deft in a plea of the case for that said Robert at Springfield on the first day of April last past being justly indebted to the Pltff three pound 14/1 & ballance Acct according to the Acct annexed to the Writ In consideration thereof said Robert promised said Eliphalet to pay him ye sum on demand &c as in the Writ ---- The Pltff appears by Justin Ely Gentn his Attn and the said Robert being three Times publickly called makes default of appearance in Court ---- Therefore it is considered by ye Court that ye said Eliphalet do recover against ye sd Robert three pound 14/1 of lawfull money damages & Cost of Court taxed at £1:5:11 & there of &c Execon ffd 10th July 1767

Leonard vs Linsey No. 57

John Stevens of Brookfield in the County of Worcester yeoman Pltff vs Jeremiah Gould of Whitesburg in ye County of Hampshire yeoman deft in a plea of the Case for that the said Jeremiah at Springfield on ye Eleventh day of May Domi 1765 by his Note of that date for Value receivd promised sd John to pay him or his Order thirteen pounds 6/8 on or before the Eleventh day of May then next with interest till paid Yet said Jeremiah tho often requested & tho said pay day is long since past hath never paid the same or any part thereof but unjustly neglects it To the damage of the said John £16 The Pltff appear by Joshua Upham Gentn his Attn & the said

Stevens vs Gould No. 58

Stevens

(82)

Stevens vs Gould

— Jeremiah being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by ye Court that the said John do recover against ye Jeremiah fourteen pounds 17/ of lawfull mony damages & Cost of Court taxed at two pounds 0/2 & thereof &c

After all which the said Jeremiah now at this Term comes here by Simeon Strong Gentr his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with sureties as ye law directs for ye Jeremiahs prosecuting the appeal with effect as by said Recognizance on file it appears

Bulkley vs Cleland No. 59

Oliver Bulkley of Colchester in ye County of Hartford & Colony of Connecticutt Physician Pltf vs James Cleland of Greenwich in the County of Hampshire yeoman deft in a plea of the Case for that the said James at Springfield on the Eleventh day of March Domi 1765 by his Note of that date for Value rec promised the said Oliver four pounds 13/9 lawfull mony within eleven months from the date of said Note with lawfull interest till paid &c as in ye Writ — The Pltf appears by Joshua Upham Gentr his Atto & the said James being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Oliver do recover against ye said James five pounds 6/0½ of lawfull money damages & Cost of Court taxed at two pounds 1/6 & thereof &c — Execon Ispd 6th July 1767

Dwight & Belding vs Belding No. 60

Simeon Dwight of Western in ye County of Worcester Esq Pltf vs Joseph Belding junior of Hatfield in the County of Hampshire yeoman deft In a plea of ye Case for that said Joseph at Springfield on the fourteenth day of May Domi 1762 by his Note of ye date for Value rec promised Simeon to pay him or his order eleven pounds 12/ within one year from the date with lawfull interest till paid &c as in ye Writ: the Pltf appears by Joshua Upham Gentleman his Attorney And ye Joseph being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court ye said Simeon do recover against the said Joseph six pounds of lawfull money damages & Cost of Court taxed at one pound 16/ & thereof &c

Pinney vs Willard No. 61

Jonathan Pinney of Hadley in the County of Hampshire Gentr Pltf vs Benjamin Willard of Brookfield in the County of Worcester yeoman deft In a plea of the Case for that said Benjamin at Springfield on ye sixth day of Decemr Domi 1766 by his Note of that date for Value received promised said Jonathan to pay him or his order Eleven pounds 0/3 at or before the first day of April then next with interest for the same if not then paid ~~with~~ till paid

Yt said Benjamin tho often requested & tho said pay day is long since past hath never paid the same or any part thereof but unjustly neglect it to the damage of the said Jonathan fourteen pounds — The Pltiff appeared by Joshua Upham Gentn his Attorney and the said Benjamin being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Jonathan do recover against the said Benjamin Eleven pounds 5/5½ of lawfull money damages and Cost of Court taxed at one pound 16/9 & thereof &c —

Pinney vs Willard

The said Benjamin afterwards now at this Term comes here by Simeon Strong Gentn his Atty & appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of Septem=ber next ensuing & he recognizes with sureties as the law directs for said Benjamin in prosecuting ye appeal with effect as by s^d recognizance on file it appears

William Scott of Palmer ye in the County of Hampshire Gentn Pltff vs Benjamin Parsons of the same place & County yeoman Deft In a plea of the Case for that the said Benjamin at Palmer aforesaid on the sixteenth day of March Dom^i 1765 by one Note for Value rec^d promised said William to pay him or order five pounds lawfull money on de=mand with interest till paid &c as in the Writ — The Pltff appears by Joshua Upham Gentn his Attorney and the said Benjamin being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said William do recover against the said Benjamin five pounds 6/10½ of lawfull money damages & Cost of Court taxed at one pound 13/2 & thereof he may have his Execn — Execn Iss^d 30th June 1767

Scott vs Parsons No. 62

Kathron Upham of Brookfield in ye County of Worcester Gentlewoman Pltff vs Moses Bartlit of Ware in ye County of Hampshire yeoman Deft In a plea of the Case for that the said Moses at Springfield on the eighth day of March Dom^i 1765 by his Note for Value rec^d promised said Kathron to pay her seven pounds 5/6 within one month from the date of s^d Note with lawfull interest till paid &c as in the Writ — The Pltff appears by Joshua Upham her Attorney and the said Moses being three times publickly called makes default of appearance in Court — Therefore it considered by ye Court that the said Kathron do recover against ye s^d Moses Eight pounds 4/11½ of lawfull money damages & Cost of Court taxed at one pound 18/5 & thereof &c — Execn Iss^d 14th Septr 1767

Upham vs Bartlit No. 63

Joseph Ashley jun^r of Sunderland in the County of Hampshire yeoman Pltff vs Moses Dewey of Westfield in ye same County Gentn Deft In a plea of the Case for that ye s^d Moses at Springfield on the Twenty fifth day of July Dom^i 1765 by his Note of that date for Value rec^d promised s^d Joseph to pay him four pounds 16/ on demand & yt said Moses tho often requested hath never paid ye same or any part thereof But unjustly neglects to do it to the damage of ye s^d Joseph Eight pounds — the

Ashley vs Dewey No. 64

(24)

Ashley vs Dewey

— The Pltf appears by Daniel Hitchcock Gentleman his Attorney And the said Moses being three Times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said Joseph do recover against the said Moses four pound 1d/ of lawfull money damages & Cost of Court taxed at one pound 15/3 & thereof &c

Afterwards ~~Accordingly~~ the said Moses now at this term comes here by John Phelps Gentn his Attorney & appeals from the judgment of this Court to the Supe=rior Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Moses prosecuting the appeal with effect as by said recognizance on file it appears

Dwight Esq vs Higgins No. 65

Timothy Dwight Junr of Northampton in the County of Hampshire Esq Pltf vs Joseph Higgins of Hardwick in the County of Worcester yeoman deft in a plea of the Case for that the said Joseph at Northampton aforesd on the thirty first day of January last past by his promissory Note in writing under his hand of that date for Value rec promised one Eleazer Burt of Northampton yeoman to pay him or his order two pounds 4/8 lawfull money on demand with Interest till paid And afterwards viz on the same thirty first day of Jany at Northampton the said Eleazer indorsed the same note with his own proper hand thereto subscribed & thereby appointed the interests of the same Note (then wholly unpaid) to be paid to the said Timothy for Value rec Whereof the said Joseph instantly had Notice and became liable to pay the same to the said Timothy on demand And being so liable the said Joseph in Consideration thereof ~~has~~ to the said Timothy faithfully promised to pay him the Contents of the same Note on demand Yet said Joseph tho often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Pltf Five pound: The Pltf appears by Daniel Hitchcock Gentn his Attorney & the said Joseph being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Timothy do recover against the said Joseph two pound 16/2 of lawfull money damages and Cost of Court taxed at one pound 16/4 & thereof &c — After all which the said Joseph comes here at this same term by Joshua Upham Gentn his Attn and appeals from the judgment of this Court to the Superior Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Joseph prosecuting the appeal with effect as by said recognizance on file it appears

Hitchcock vs Walker No. 66

Daniel Hitchcock of Northampton in the County of Hampshire Gentn Pltf vs Silvanus Walker of Ware in the same County yeoman deft in a plea of the Case for that the said Silvanus at Northampton on the thirteenth day of

September Domi 1766 by his promissory Note for Value recd promised one Josiah Scott to pay him or his order two pound 7/4 on demand with Interest for the same till paid And Afterwards the same thirtieth day of September at d Northampton the said Josiah indorsed ye same Note with his own proper hand thereto subscribed and thereby appointed ye Contents of ye same Note (then wholly due & unpaid) to be paid to the said Daniel Value recd Where of the said Silvanus instantly had notice and thereby became liable to pay the same to the said Daniel according to ye Tenor of said Note on demand And being so liable he the said Silvanus then & there in Consideration thereof assumed on himself & faithfully promised to the said Daniel to pay him the Contents of said Note on demand Yet said Silvanus tho often requested hath never paid the same or any part thereof But unjustly neglects it to the damage of the said Daniel Six pounds The Pltf appears in his own proper person and ye Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Daniel do recover against the said Silvanus two pounds 19/5¾ of lawfull money damages & Cost of Court taxed at one pound 15/8 & thereof &c

Litchcock vs Walker

The said Silvanus afterwards at this same Term comes hereby Jonathan Bliss Gentn his Attorney & appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye Fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for ye said Silvanus' prosecuting the appeal with effect as by said recognizance on file it appears

Philip Clark of Northampton in the County of Hampshire yeoman Pltf vs Titus Morgan of Springfield in ye same County yeoman deft In a Plea of the Case for that the said Philip at Northampton on the twenty third day of May Domi 1763 by his note of that date for Value received promised the said Philip to pay him four pound 1/4 on demand with Interest till paid &c as in the Writ ... The Pltf appear by Daniel Litchcock Gentn his Attorney and the said Titus being three times publickly call'd makes default of appearance in Court - - - Therefore it is considered by the Court that the said Philip do recover against the said Titus three pound 6/3¾ of lawfull money damages and Cost of Court taxed at one pound 13/7 & thereof &c

Clark vs Morgan No. 67

Execution is 24th March 1768

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Eleazer Pomeroy of Northfield in the same County Sadler deft In a plea of the Case for that whereas the said Eleazer on the Eighteenth day of February Domi 1765 at Northampton by his Note for Value recd promised to the said Nathaniel to pay to him fifteen pound 5/5 lawfull money on or before ye first day of May now last past with lawfull interest till paid Yet ye said Eleazer tho often requested hath not paid ye Contents of ye said Note but wholly denies to do it To the damage of the said Nathaniel Twenty pounds The Pltf appears by Joseph Dwelley Esqr his Attn and ye Deft being three times

Phelps vs Pomeroy No. 68

(86)

Phelps vs Pomeroy

— Publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Nathaniel do recover against the said Eleazer seventeen pounds 6/7½ of lawfull money damages & Cost of Court taxed at one pound 10/2 & thereof &c

After all which the said Eleazer now at this Term comes here by Daniel Jones Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And he recognizes with Surities as the law directs for the said Eleazers prosecuting the appeal with effect as by said Recognizance on file it appears

Graves vs Chapin No. 69

Moses Graves of Litchfield in the County of Berkshire Gentn Pltff vs Joel Chapin of Bernardstown in the County of Hampshire yeoman Deft in a plea of the Case for that the said Joel at Bernardstown on ye twenty fourth day of September Domi 1761 by his Note of that date for Value rec promised said Moses to pay him five pounds 10/ lawfull money on or before the first day of September then next with lawfull interest till paid Yet said Joel tho often requested hath never paid the same or any part there of But still neglects it To the damage of the said Moses eight pounds The Pltff appears by Simeon Strong Gentn his Attorney and ye said Joel being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Moses do recover against the said Joel Six pound 18/8¾ of lawfull money damages and Cost of Court taxed at two pound 7/11 & thereof &c

The said Joel afterwards at this same Term comes here by Daniel Jones Esq his Attn and appeals from the judgment of this Court to the superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing The recognizes with surities as ye law directs for the said Joels prosecuting the appeal with effect as by said recognizance on file it appears

Meacham Admrs vs Wheeler No. 70

Rebecca Meacham Widow and William Meacham yeoman both of New Salem administrators on the estate of Jeremiah Meacham late of New Salem decd Pltff vs Samuel Wheeler Junr of New Salem aforesaid in the same County yeoman Deft in a plea of the Case for that ye said Samuel at ye New Salem on the twenty eighth day of March Domi 1765 by his Note of that date for Value received promised the said Jeremiah they living to pay him seven pound 1/ lawfull money within seven months from ye date of said Note with interest till paid Yet ye said Samuel tho often requested never paid the same or any part thereof to ye said Jeremiah in his Life time nor to ye said Rebecca and William or either of them since said Jeremiahs death tho by them often requested But unjustly neglects to do it To the damage of the said Rebecca & William in their said Capacity Ten pounds The Pltffs appear by Simeon Strong Gentn their Attorney and ye Deft being three Times

— Times publickly called to come into Court makes default of appear-
=ance here Therefore it is considered by the Court the said Rebecca & William
in their Capacity aforesaid do recover against the said Samuel seven pound
19/1¼ of lawfull money damages and Cost of Court taxed at two
pound 2/6 & thereof they may have their Execn —

Meacham Adm.. vs Wheeler

After all which the said Samuel now at this Term comes herein
his own proper person and appeals from ye judgment of this
Court to ye Superiour Court of judicature to be holden at Springfield
within and for the County of Hampshire on ye fourth Tuesday
of September next ensuing & he recognizes with sureties as the
law directs for his prosecuting the appeal with effect as by said
Recognizance on file it appears

Phinehas Smith yeoman & David Nash yeoman ~~both of South~~
Hadley in the County of Hampshire pltfs vs Silvanus Walker of Ware
in the same County Gentn deft In a plea of the Case for that the sd
Silvanus at South Hadley on the fourth day of June Domi 1766
by his Note of that date for Valueed promised sd Phinehas & David
to pay them or their Order seven pound 0/4½ ~~on~~ lawfull money on
demand with lawfull interest till paid Yet the said Silvanus tho
often requested hath never paid said Phinehas and David or either of
them said sum or any part thereof But unjustly neglects to do it
to the damage of sd Phinehas & David Eight pounds — The Pltfs appear
by Simeon Strong Gentleman their Attorney and the said Silvanus
being three Times publickly called to come into Court makes default of
appearance here — Therefore it is considered by the Court that the sd
Phinehas and David do recover against the said Silvanus seven pound
0/5¼ of lawfull money damages & Cost of Court taxed at one pound
~~0~~ 13/3 & thereof &c — After all which the said Silvanus now at this
same Term comes here by Jonathan Bliss Gentn his Attorney & appeals
from ye judgment of this Court to the Superiour Court of Judicature
to be holden at Springfield within & for ye County of Hampshire on ye
fourth Tuesday of September next ensuing and he recognizes with
sureties as ye law directs for ye sd Silvanus prosecuting the appeal with
effect as by said recognizance on file it appears

Smith & vs Walker No. 71

Phinehas Smith of South Hadley in the County of Hampshire yeoman
Pltff vs Josiah Smith Junr of South Hadley aforesaid yeoman Deft in a plea
of the Case For that ye sd Josiah at South Hadley afores on the Sixteenth day
of September A 1762 by his Note of that date for Valueed promised ye sd
Phinehas to pay him one pound 18/1 on demand with lawfull interest
till paid Yet ye said Josiah tho often thereto requested & demanded hath never
paid ye same or any part thereof but unjustly neglects & refuses to do it to the
damage of ye said Phinehas three pounds; The Pltff appears by Simeon Strong
Gentn his Attorney and the said Josiah being three Times publickly called makes

Smith vs Smith Junr No. 72

(88)

Smith vs Smith Jun

— Makes default of appearance in Court Therefore it is considered by the Court that the said Phinehas do recover against the said Josiah two pound 8/7¾ of lawfull money damages and Cost of Court taxed at one pound 11/3 & thereof he may have his Execn

Afterwards ~~Afterwards~~ the said Josiah now at this Term comes here by John Worthington Esqr his Attorney and appeals from yd judgment of the Court to yd Superiour Court of Judicature to be holden at Springfield within and for yd County of Hampshire on yd fourth Tuesday of September next ensuing & he recognizes with Surities as the law directs for yd Josiah prosecuting the appeal with effect as by said Recognizance on file it appears

Abercombie vs English No. 73

Robert Abercombie of Pelham in yd County of Hampshire Clerk pltff vs William English of Pelham aforesaid yeoman deft in a plea that the said William render to the said Robert yd sum of thirty Two pound lawfull money which to yd Robert he owes and unjustly detains & whereon yd said Robert declares that the said William at said Pelham on the twenty fifth day of February Dom: 1765 by his Bond of that date under his Hand & Seal in Court to be produced by yd Name of Willm English of Pelham in yd County of Hampshire husbandman Acknowledged himself bound & to stand firmly Bound & obliged unto yd said Robert by the name of Robert Abercombie of said Town & County Clerk in ye sum of Thirty two pounds to be paid to yd Robert on demand Yet the said William tho often requested hath never paid or rendered the same nor any part thereof to yd Robert but wholly Refuses to do it to the damage of the said Robert Thirty two pounds — The pltff appears by Simeon Strong Gentn his Attorney and the said William being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by yd Court that the said Robert do recover against the said William fifteen pound 11/1½ of lawfull money Debt and Cost of Court taxed at one pound 10/9 & thereof &c

The said William afterwards now at this same Term comes here by Elisha Porter Gentn his Attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on yd fourth Tuesday of September next ensuing & he recognizes with surities as the law directs for the sd William prosecuting the appeal with effect as by said Recognizance on file it appears

Ely vs Smith No. 74

Joel Ely of Springfield in the County of Hampshire yeoman pltff vs Thomas Smith of Westfield in the same County yeoman deft in a plea of yd case for that the said Thomas viz on the second day of March current at Springfield owing yd said Joel four pound 4/ lawfull money for Divers goods Wares and Merchandizes to him at his special Instance and request there before that time sold & delivered to according to the acct annexed to the Writ to ballance the same acct he the said Thomas

Thomas in Consideration thereof then and there promised the said Joel to pay him the same on demand Yet the said Thomas tho often requested hath not paid the same or any part thereof but neglects it to the damage of the said Joel Eight pounds The Pltt appears by Jonathan Bliss Gentleman his Attorney and the said Thomas being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Joel do recover against the said Thomas four pounds 4/ of lawfull money damages & Cost of Court taxed at one pound 7/4 & thereof he may have his Execon — Execon Ispd 28th July 1767

Ely vs Smith

Josiah Dwight of Springfield in ye County of Hampshire Esq Pltt vs John Shields of Monson in the County aforesaid yeoman deft — In a plea of the Case for that the said John on the thirty first day of Decr Domi 1763 at Springfield by his Note for Value rec promised the said Josiah to pay him or order Four pounds 2/7½ of lawfull money on demand &c as in the Writ — The Pltt appears by Jonathan Bliss Gentn his Attorney and the said John being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah do recover against the said John four pound 19/3¼ of lawfull money damages and Cost of Court taxed at one pound 8/4 & thereof &c

Execon Ispd 6th July 1767

Dwight Esq vs Shields No. 75

Josiah Dwight Esq & John Worthington Esq both of Springfield in the County of Hampshire Pltt vs Eleazer Day of Springfield aforesaid yeoman deft in a plea of the Case for that the said Eleazer at Springfield on the eighteenth day of Novr AD 1766 by his Note for Value rec promised the said Josiah & John to pay them five pounds 16/3¾ of lawfull money on demand with interest till paid &c as in the Writ the Pltt appear by Jonathan Bliss Gentleman their Attorney and the said Eleazer being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah & John do recover against the said Eleazer five pound 19/9¼ of lawfull money damages and Cost of Court taxed at one pound 6/2 & thereof &c

Execon Ispd Augt 1767

Idem vs Day No. 76

Joel Ely of Springfield in the County of Hampshire yeoman Pltt vs Abel Hancock of Springfield aforesaid yeoman deft in a plea of the Case for that the said Abel on ye last day of Decr last past at Springfield being indebted to the said Joel in ye sum of three pounds 9/2 lawfull money to ballance the Act annexed to the writ he the said Abel in consideration thereof promised said Joel to pay him ye same on demand Yet the said Abel tho often requested hath not paid the same but neglects it to ye damage of the said Joel seven pound — The Pltt appears by Jonathan Bliss Gentleman his Attorney and the said Abel being three times publickly called to come into Court makes default of appearance here, therefore it is considered by ye Court that the said Joel do recover against the said Abel three pounds 9/2 of lawfull money damages and Cost of Court taxed at one pound 6/8 & thereof &c — Execon Ispd 28th July 1767

Ely vs Hancock No. 77

(90)

Dwight Esq vs Morgan 78

Josiah Dwight of Springfield in the County of Hampshire Esq Plt vs Joseph Morgan of Springfield aforesaid yeoman deft in a plea of Case for that the said Joseph on ye fifteenth day of july Domi 1765 at Springfield by his Note by his Note for Value received promised ye said Josiah to pay him or order fourteen pounds ½ of lawfull money on demand with lawfull interest till paid &c And also for that the said Joseph afterwards on the same fifteenth day of July Domi 1765 by his other Note for Value recd promised ye said Joseph to pay him or order thirty six shillings and nine pence one farthing of like money by the first day of May then next ensuing with interest from that time till paid &c as in ye Writ The Plt appears by Jonathan Bliss Gentn his attorney and the said Joseph being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Josiah do recover against the said Joseph eleven pound 8/5¾ of lawfull money damages & Cost of Court taxed at £1: 6,, 0 & therefor &c

Execon Iss 6th July 1767

Parsons vs Parsons 79

Aaron Parsons of Springfield in the County of Hampshire yeoman Plt vs Zenas Parsons of Springfield aforesaid yeoman deft In a plea of the Case for that the said Zenas on the nineteenth day of August Domi 1766 at Springfield by his Note for Value received promised the said Aaron to pay him one Hundred and sixty eight pounds ½ lawfull money on demand with lawfull interest till paid Yet the said Zenas tho often requested hath not paid the same Sum or the interest thereof but neglects it, to the damage of ye said Aaron £170 The Plt appears by Jonathan Bliss Gentleman his Attorney and the said Zenas being three times publickly called makes default of appearance in Court — Therefore it is on considered by the Court that the said Aaron do recover against ye said Zenas one Hundred & sixteen pounds 14/1¼ of lawfull money damages & Cost of Court taxed at £1,, 7,, 10 &c

The said Zenas afterwards at this Term comes here by Moses Bliss Gentleman his Atty and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septembe next & he recognizes with sureties as ye law directs for the said Zenas prosecuting the appeal with effect as by said Recognizance on file file it appears

Brewer vs Hitchcock & al 80

Nathaniel Brewer of Springfield in the County of Hampshire yeoman Plt vs Luke Hitchcock yeoman & Jonathan White yeoman both of Springfield aforesaid defts In a plea of Debt for that the said Luke & Jonathan on ye 13th day of August Domi 1763 at Springfield by their Bond of that date under their hand & Seals and in Court to be produced bound themselves to ye said Nathaniel by the Name of Nathaniel Brewer of Springfield & County aforesaid Joyner in the sum of one Hundred & four pounds fourteen shillings lawfull money to be paid

= paid him on demand yet the said Luke & Jonathan tho often requested have not paid the same nor has either of them done it but they neglect it &c as in the Writ to the damage of the said Nathaniel an hundred pounds The Pltf appears by Jonathan Bliss Gentr his Attorney and the said Luke and Jonathan being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that the said Nathaniel do recover against the said Luke and Jonathan twenty one pound 1/3¼ of lawfull money Debt and Cost of Court taxed at one pound 7/6 & thereof he may have Exeon — Exeon Iss. 20th July 1767

Brewer vs Hitchcock &c

Nathaniel Brewer of Springfield in the County of Hampshire yeoman Pltf vs Joseph Bedortha yeoman & Benjamin Leonard Junr yeoman both of Springfield aforesaid deft in a plea of the Case for that the said Joseph & Benjamin on the seventh day of August Domi 1765 at Springfield by their Note for Value rec promised said Nathaniel to pay him eight pound 9/ on demand &c as in the Writ The Pltf appears by Jonathan Bliss Gentr his Attorney and the said Joseph and Benjamin being three times publickly called make default of appearance in Court Therefore it is considered by the Court that the said Nathaniel do recover against the said Joseph & Benjamin twenty pound 10/7¾ of lawfull money damages & Cost of Court taxed at one pound 7/6 & thereof &c

Idem vs Bedortha &c

The said Joseph & Benjamin afterwards now at this Term come here by Justin Ely their Attr and appeal from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Joseph & Benjamins prosecuting the appeal with effect as by said recognizance on file it appears

Ely vs Adams &c

Joel Ely of Springfield in the County of Hampshire yeoman Pltf vs John Adams of Suffield in the same County yeoman deft in a plea of the Case for that said John at Springfield on the first day of March last past was justly indebted to said Joel in the sum of fifteen pound 12/ lawfull money according to the Act annexed to the Writ by Book to ballance the same & in Consideration thereof said John then and there promised said Joel to pay him the same on demand yet said John tho often requested hath never paid said Joel's sum or any penny thereof But hither hath & still neglects & refuses to pay him the same to the damage of said Joel sixteen pounds The said Joel Ely by Moses Bliss Gentleman his Attorney and the before named John Adams in his proper person come before this Court and here agree to refer this Case to the final determination and award of Messieurs Jonathan White David White and John Morgan or any two of them ~~mutually~~ (Arbitrators mutually chosen) to be made upon said Premises and returned into this Court ~~at such as may~~ so soon as may be & the proceedings of the Parties thereon are continued until the next Term of said Court &c

(92) George Lynchon of Springfield in the County of Hampshire Gentn

Lynchon vs Lammon (84) Pltff vs Samuel Lammon lately of Palmer in the County aforesaid yeoman Deft in a plea of the Case for that said Samuel at Springfield on the 15th day of April Anno 1763 by his Note of that date for Value received promised said George to pay him four pound 10/4 lawfull money in four months from the date &c as in the Writ — The Pltff appears by Moses Bliss Gentn his Attorney and the said Samuel being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said George do recover against the said Samuel Six pound 2/0 of lawfull money damages & Cost of Court taxed at one pound 9/6 & thereof &c

Exon Jud 21st March 1768

Ely: Exors vs Leonard (85) Samuel Ely & Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will and Testament of Samuel Ely Elder late of said Springfield decd Pltff vs Joseph Leonard Junior of Springfield Gentn Deft. In a plea of the Case for that said Joseph at Springfield on the 3d day of February Anno 1760 by his Note of that date for Value recd promised the said Samll the Elder in his Life Time to pay him fifteen pound 3/0 on demand with the lawfull interest for the same from the date of said Note till paid Yet said Joseph tho often requested hath not paid the same or any penny thereof either to the said Samll the Elder in his life Time or to the said Samll or Joel the Executors or either of them since the Death of said Samll the Elder but hitherto hath and still neglects and refuses to pay them the same To the damage of the said Samuel & Joel Twenty pounds The Pltff appear by Moses Bliss Gentleman their Attorney And the said Joseph Comes here by John Worthington Esqr his Attorney & defends &c & reserving to himself Liberty of Altering this plea on the Trial on the appeal & then to plead anew now says that the Bond declared on is not his act and deed & thereof puts himself on the Country And the Pltff by their above named Attorney consenting to the Reservation aforesaid say the Deft plea above pleaded & the matters therein contained is an insufficient Answer to their Declaration & that they are not holden by Law to answer thereto which they are ready to prove Wherefore they pray judgment for their Damages & Cost And the said Joseph says his plea is sufficient — Thereupon all and singular the premises being seen & fully understood by the Court of the Lord the King now here for that it appears to the said Court that the plea aforesaid of the said Joseph by him in manner and form above pleaded and the Matters therein contained are not sufficient in law to preclude the said Samuel and Joel from proceeding in their said Action against the said Joseph or from their damages ~~and~~ aforesaid. Therefore it is considered by the said Court of the Lord the King that the said Samuel and Joel in their said Capacity do recover against the said Joseph twenty pounds 13/6½ of lawfull money damages & Cost of Court taxed at one pound 9/6 Whereof Defendant may have Execon

The

The said Joseph by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for the said Josephs prosecuting the appeal with effect as by said recognizance on file it appears

Ely Exctors vs Leonard

Samuel Ely & Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will & Testament of Samuel Ely Elder late of said Springfield Decd Pltfs vs Joseph Bedortha yeoman of Springfield aforesaid yeoman Deft in a plea of the Case for that said Joseph at said Springfield on the first day of January Domi 1758 was justly indebted to said Samuel then living in the sum of six pounds 7/9½ lawfull money by book acct. to ballance the same according to the acct annexed to the Writ & in Consideration thereof sd Joseph then & there promised said Samuel yelder to pay him yame on demand Yet sd Joseph tho often requested hath not paid the same or any penny thereof either to the said Samuel the Elder in his Life Time or to the sd Samuel or Joel the Pltfs or either of them since the death of said Samll the Elder but hitherto hath and still neglects & refuses to pay the same To the damage of the said Samuel & Joel the Pltfs seven pound — The said Pltfs and the said Deft by their respective Attorneys come into Court now here and refer the Case to the final determination and award of Messrs Jonathan White Daniel White and John Morgan all of ye said Springfield or of any two of them (Arbitrators mutually elected by the Parties) to be made upon the Premises ~~as soon as may be~~ and returned into Court so soon as may be and the Case is continued untill the next Term &c. accordingly

Ely Exctrs vs Bedortha 86

Silvester Gardiner of Boston in the County of Suffolk Esqr and William Jepson of Hartford in the County of Hartford & Colony of Connecticut Apothecary Pltfs vs John Stearns of Wilbraham in ye County of Hampshire Physician Deft In a plea of the Case for that the said John at Springfield on the nineteenth day of November Domi 1764 by his Note of that date for Value received promised sd Silvester & William to pay them twenty two pound 11/3 lawfull money on or before the first day of May then next with lawfull interest till paid Yet sd John tho often requested hath not paid said Silvester & Willm or either of them ye same or any penny thereof but neglects to pay them the same to the damage of ysd Silvester & Willm twenty six pound the Pltfs appear by Moses Bliss Genlm their Attr and ysd John being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye sd Pltfs do recover against the said Deft twenty five pound 18/ of lawfull money damages and Cost of Court taxed at two pound 5/ Pltfs Costs &c

Gardiner &c vs Stearns 87

Exon sd 16th Novr 1767

(94)

Collins vs Miller } Pl vs

Ariel Collins of Springfield in the County of Hampshire yeoman Pl vs Moses Miller of Springfield aforesaid yeoman deft in a plea of the Case for that said Moses at said Springfield on the first day of March last past was justly indebted to said Ariel fifty eight shillings and ten pence lawfull money on Book Acct to balance the same according to the Acct annexed to the Writ and in Consideration thereof said Moses promised s^d Ariel to pay the same on demand &c as in the Writ —
The Pl appears by Moses Bliss Gentleman his Attorney and the s^d Moses Miller being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Ariel do recover against s^d said Moses Miller two pounds 18/10 of lawfull money Damages and Cost of Court taxed £1,5,0 & thereof &c

Exec^ton Iss^d 10th June 1767

Ely: Exec^trix vs Miller } Pl

Samuelly & Joelly both of Springfield in s^d County of Hampshire yeomen Executors of the last will & Testament of Samuelly the Elder late of Springfield dec^d Pl vs Moses Miller of said Springfield yeoman Deft in a Plea of the case for that the said Moses at said Springfield on the first day of February Anno^ Dom^i 1750 owed s^d Samuel the Elder then living ~~on~~ sum of three pounds 5/5½ lawfull money by Book to ballance Acct according to the account annexed to s^d Writ & in Consideration thereof said Moses then & there promised s^d Samuel then living to pay him the same sum on demand & also for that said Moses there at said Springfield on s^d same first day of Feby was justly indebted to s^d said Samuel then living in one other sum of three pounds 5/5½ lawfull money for divers other Wares & Merchandizes theretofore that Time sold & delivered by said Sam^ll the Elder & for other work & labour done & performed to said moses at the special instance & request of the said Mo & in Consideration thereof said Moses then and there promised s^d Samuel the Elder to pay him the same sum last mentioned on demand yet s^d Moses tho often requested hath never paid either of said Sums or any penny thereof either to said Samuel s^d Elder in his life Time or to the said Sam^ll & Joel s^d Pl^ts or either of them since the Death of s^d Sam^ll the Elder but hitherto hath & still neglects & refuses to pay them the same to the damage of s^d said Sam^ll & Joel s^d Pl^ts seven pounds.
The beforenamed Parties ~~appear~~ by their respective Attornies come into Court nowhere and refer the Case to the final determination & award of Mr Simeon Jon^a White Daniel White & John Morgan all of said Springfield or any two of them Arbitrators mutually Elected by s^d Parties to be made upon the Premises and returned into Court as soon as may be and s^d Action is continued until the next Term of s^d Court &c accordingly

Dwight & Co vs Smith } 90

Josiah Dwight Esq and Jonathan Dwight Shopkeeper both of Springfield in the County of Hampshire Pl vs Job Smith of Springfield aforesaid yeoman deft In a plea of the Case for that said Job at said Springfield on the first day of March last past was justly indebted to said Josiah & Jonathan in the sum of three pounds 18/ lawfull money according to the Acct annexed to the Writ —

— And in Consideration thereof said Job promised said Josiah & Jonathan to pay them the same on demand &c as in the Writ The Pltfs appear by Moses Bliss Gentleman their Attorney and the said Job being three Times publickly called to come into Court makes default of appearance in Court Therefore it is considered by the Court that the said Josiah & Jonathan do recover against the said Job three pound 10/ of lawfull money damages & Cost of Court taxed at £1..6..2 & thereof &c

Dwight & al vs Smith

Execon Iss 25th May 1767

Joel Ely of Springfield in the County of Hampshire yeoman Pltff vs John Ely of said Springfield yeoman Deft in a plea of the Case for that whereas the said Joel & John at s Springfield on the third day of Feby last past accounted together of & concerning divers sums of Money there before that time due to the s Joel from s John & then in Arrear and unpaid and upon such Account stated s said John was then & there found to be in Arrear to s Joel the sum of eight pounds 7/3 lawfull money & being so found in Arrear s said John then & there in Consideration thereof promised said Joel to pay him the same whenever afterward he should be thereto required & also for that whereas said John at said Springfield on s last day of s February was justly indebted to s Joel in s Sum of thirty two Shillings & Eleven pence lawfull money according to s Account ~~hereto~~ annexed to the Writ and in Consideration thereof said John then & there promised said Joel to pay him s same on demand; Yet said John tho often thereto requested & particularly on s Twentyseventh day of March Instant at said Springfield hath never paid s Joel either of the Sums aforesaid or any penny thereof or anyways performed either of his said promises but hitherto hath & still neglects & refuses to pay him s same, to s damage of s said Joel Ely Eleven pounds; The said Joel by Moses Bliss Gent his Attr & the said John by Justin Ely Gent his Attorney come before the Court of the Lord s King now here & refer s Case together with all other demands at Law or in Equity subsisting between the said Parties to the final determination & Award of Mesieurs Jon White Lewis Bliss and John Morgan all of s Springfield or any two of them Arbitrators mutually elected by s said Parties to be made upon s premises & returned into this Court as soon as may be and s proceedings of s parties thereon are continued untill s next Term &c

Ely vs Ely 91

Joel Ely of Springfield in s County of Hampshire yeoman Pltff vs Timothy Burbank of said Springfield yeoman Deft in a plea of the Case for that s Timothy at said Springfield on s first day of December Instant was justly indebted to s Joel in the sum of Twenty pounds 1/9 ~~accor~~ lawfull money according to s Account ~~hereto~~ annexed to the said Writ and in Consideration thereof said Timothy then and there promised said Joel to pay him s same on demand Yet said Timothy tho often requested has never paid s Joel s same or any penny thereof but hitherto hath and still neglects & refuses to pay him s same to s Damage of s Joel Twenty five pounds The Pltff appears by Moses Bliss Gent his Attorney and s Timothy comes here by Joshua Upham Gent his Attorney & defends &c and for plea says the Writ aforesaid is bad & ought to be Abated because he says the s Joel sued out his Writ aforesaid on the Thirtieth day of December last past bearing date s same day directed to the

Idem vs Burbank 92

(96)

Ely vs Burbank

Sheriff of said County of Hampshire who was thereby commanded to attach ye goods or Estate of said Timothy and for want thereof to take his Body to Answer to said Joel at this Term when the then next Inferiour Court of Common pleas to be holden in said County was by law appointed to be holden the second Tuesday of February last past which was then fourteen day from the purchase of ye Writ at which Inferiour Court of Common Pleas ye Writ aforesaid ought to have been returnable and not at this Term all which ye Timothy is ready to verify Wherefore for want of a sufficient Writ in this Behalf ye said Timothy prays judgment of ye Writ aforesd that ye same may be abated and that he be allowed his Costs ... Thereupon the premises being seen and fully understood by the Court of ye Lord ye King now here for that it appears to the said Court of ye said Lord ye King the Writ aforesd purchased by ye Plt. as aforesd ~~Writ aforesaid of ye said Timothy was purchased and issued on the Day aforesaid and is therefore bad and the matters therein contained are sufficient in law to preclude ye Joel from having his aforesaid Action maintained against ye said Timothy~~ Therefore it is considered that the said Writ be and it is abated ~~ye Joel by his plea aforesd have Nothing but that for his groundless demand he be in Mercy &c~~

It is also considered that the said Timothy do recover against ye Joel the sum of 10/6 lawfull money allowed him with his Costs for his Cost in defending the Suit of ye Joel and thereof &c ... Execon ffs 29th August 1767

Pynchon vs Day

George Pynchon of Springfield in the County of Hampshire Gentr for ye Plaintiff in this Action against Samuel Day late of Wilbraham in ye same County aforesaid Gentleman Defdt in a plea that said Samuel render to said George Twenty five pounds 19/10½ which to the said George he owes and from him unjustly detains & on which ye said George says That at our inferiour Court of common pleas holden at Springfield within & for said County on the last Tuesday of August in the fourth year of our Reign by the Consideration of ye said Court he recovered against the said Samuel Twenty four pounds 8/9½ for his damages by him sustained by reason of the said Samuel's not performing to him his promise before that time made him & also for the sum of one pound 11/1 for his Costs & Charges by him about his Suit in that Behalf expended Whereof the said Samuel is convict as by ye record thereof in our said Court remaining is manifest and appears which judgment is yet in full force not satisfied nor reversed And altho ye said George hath sued out Execution on ye judgment aforesaid yet the same is long since returned wholly unsatisfied and no part of said sums ever paid to this day Whereby action accrues to the said George to demand and have of the said Samuel the sums aforesaid in form aforesaid recovered Yet said Samuel tho often requested hath never paid the same or any part thereof but unjustly neglects it &c The Plt appears by John Worthington Esq his Attor And ye Defdt being three times publickly called makes default of appearance in Court ... Therefore it is considered by the Court that the said George do recover against the said Samuel the sum of Twenty five pounds 19/10½ of lawfull mony Debt and Cost of Court taxed at one pound six shillings and eight pence ffthereof &c

Execon ffs 25th May 1767

Abel Cooley yeoman and Jacob Cooley yeoman both of Springfield in ye County of Hampshire Executors of the last will and Testament of Obadiah Cooley late of sd Springfield Gentleman dec Pltfs vs Samuel Day late of Wilbraham in said County Gentn Deft in a plea of ye Case for that the said Samuel at sd Springfield on the fifth day of April Domi 1764 by his promissory note in writing of that date for Value received promised sd Obadiah then living to pay him Eight pounds 13/5 on demand with interest till paid &c as in the Writ The Pltfs appear by John Worthington Esq their Attorney and the said Samuel being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that ye sd Abel & Jacob ye Executors do recover against the said Samuel Ten pounds 5/10½ of lawfull money damgs and Cost of Court taxed at one pound 0/2 Whereof &c — Execon is 25th May 1767

(97)
Cooley Exors vs Day
94

Phinehas Merrick of Monson in the County of Hampshire yeoman Pltff vs Daniel Woods of said Monson yeoman Deft. In a plea of Trespass for that the said Daniel at said Monson on the first day of July Domi 1765 and at diverse days and times between the said first day of July and the last day of August then next following the said Daniel with force & Arms did break & enter one Close of ye said Phinehas there called his North pasture and being so entred he the said Daniel then and there with force & arms as aforesaid did cut and carry away the Pltfs Grass there growing sufficient to make three Tons & an half of good hay and of ye Value of forty shillings — And also for that said Daniel at said Monson on the first day of August last and at diverse days & Times between the said first day of August and ye last day of the same August the same Close did with force & Arms as aforesaid again break & enter & the Pltfs Grass there growing sufficient to make two tons of Hay and of the Value of thirty shillings then and there with force and Arms as aforesaid did cut & carry away contrary to law and against our peace and to ye Damage of ye sd Phinehas four pounds — The Pltff appears by John Worthington Esq his Attorney & the said Daniel by Simeon Strong Gentn his Attn comes & defends &c and for plea says he is not guilty in manner & form as ye Pltff in his declaration has alledged and thereof puts himself on the Country: And the sd Phinehas by his Attn aforesaid reserving to himself liberty of waiving this demurrer on ye Trial on ye Appeal and then joining the Issue tendred now says that the Deffts plea above pleaded and the matters therein contained is insufficient in Law & that he is not holden by the law of land to answer thereto all which he is ready to prove Wherefore he prays judgment for his damages and Costs And the said Daniel converting says that his plea is sufficient ——

Merrick vs Wood
95

Thereupon ~~all and~~ the premises being seen and fully understood by the Court of the Lord ye King now here for that it appears to the said Court of the said Lord ye King that the plea aforesaid of the sd Daniel and ye matters therein contained are sufficient in law to preclude ye said Phinehas from having his aforesaid Action maintained against ye said Daniel Therefore it is considered ye ~~the~~ said Phinehas by his Plea aforesaid have nothing but that for his damas

(98)

Merick vs Wood

— Groundless demand he be in mercy — It is also Considered that the said Daniel do recover against the said Phinehas the sum of lawfull allowed him with his aperts for his Costs in defending ye Suit of the said Phinehas and thereof he may have Excon

The said Phinehas by his Attorney abovementioned appeals from ye judgment of this Court to the superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with sureties as the Law directs for the said Phinehas prosecuting the appeal with effect as by said Recognizance on file it appears

Burr vs Easton 96

Thomas Burr jun^r of Hartford in ye County of Hartford and Colony of Connecticutt yeoman Pltiff James Easton of Pittsfield in ye County of Berkshire yeoman Deft in a plea of the Case for that said James at Springfield on the Nineteenth day of Novr Dom^i 1754 by his promissory Note in writing for Value received promised s^d Thomas to pay him Eighty nine pounds 2/6 in bills of the Old tenor which were then equal to Nine pounds lawfull money on or before the Twenty sixth day of June then next with lawfull interest till paid &c as in the Writ — The Pltiff appears by John Worthington Esqr his Attorney and the said James being Three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Thomas do recover against the said James Nine pounds 15/2¼ of lawfull money damages & cost of Court taxed at two pounds 2/ & thereof he may have Excon — Excon ffs 1st Oct 1767

Sherman vs Gaylord 97

Samuel Sherman of Ware in the County of Hampshire yeoman Pltiff Oliver Gaylord of South Hadley in said County yeoman Deft In a plea of the Case For that said Oliver at Springfield on the twenty sixth day of August Dom^i 1766 by his promissory Note of that date for Value rec^d promised said Samuel to pay him or order Two pound 8/ on demand &c as in the Writ The Pltiff appears by John Worthington Esqr his Att^y & the said Oliver being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Samuel do recover against the said Oliver two pound 10/1¼ of lawfull money Damages & Cost of Court taxed at one pound 15/8 & thereof &c —

Worthington Exr vs Gillet & Allen 98

John Worthington of Springfield in the County of Hampshire Esqr Pltiff vs Moses Allen yeoman & Thomas Gillet yeoman both of Granville in the County of Hampshire Deft in a plea of the Case for that the said Moses and Thomas at Springfield on ye twenty ninth day of Octr Dom^i 1761 by their promissory Note of that date for Value rec^d promised ye said John to pay him four pounds 0/3 on or before the first Day of Octr then next with interest &c as in the Writ The Pltiff appears in his proper person and ye Defts being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that ye said John do recover against ye s^d Moses & Thomas four pound 10/2¼ of lawfull money damages and Cost of Court taxed at one pound 20/6 & thereof &c

Joseph Washburn of Bridgewater in the County of Plymouth yeoman Pltf vs Ebenezer Burt of Springfield in the County of Hampshire yeoman Deft In a plea of ye Case for that said Ebenezer at said Springfield on the thirtieth day of January Anno Domi 1766 by his promisory Note of that date for Value received promised said Joseph to pay him Ten pounds lawfull on demand Yet the said Ebenezer tho often requested hath never paid ye same or any Part thereof but unjustly neglects it To the damage of ye said Joseph Thirteen pounds, The Pltf appears by John Worthington Esq his Attorney and the said Ebenezer being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court ye the said Joseph do recover against the said Ebenezer Ten pounds lawfull money damages and Cost of Court Taxed at Two pound 15/4 and thereof &c

Washburn vs Burt 399

Rebecah Goodman Widow & Spinster and Noah Goodman yeoman both of South Hadley in the County of Hampshire Administrators on Estate of Thomas Goodman late of South Hadley yeoman dec Pltfs vs Eleazer Goodman of Northampton in the County of Hampshire husbandman A Minor under twenty one years of Age Deft in a plea of the Case For that the said Eleazer at Springfield on the first day of Novr Domi 1762 was justly indebted to the s Thomas who was then living the sum of Fifty pounds lawfull money for so much as the s Thomas there before that Time as Guardian of the said Eleazer & for his necessary subsistence support education & Cloathing from his the said Eleazers birth in Novr Domi 1749 to the said first day of Novr 1762 laid out and expended over and above what the said Thomas had Recd of the rents and Income of ys Eleazers real estate and over and above what the said Thomas had improved and disposed of the personal Estate of the said Eleazer according to the Account No A hereto to wit annexed and to ballance the same & in Consideration thereof the said Eleazer then and there promised the said Thomas to pay him the same on demand — And also for that the said Eleazer at Springfield on the first day of November 1762 was justly indebted to the said Thomas in the sum of one pound 18/1 for Labour and service before that Time done and performed there by said Thomas for said Eleazer as his Guardian & in and about the Taking care thereof and for money expended in and about the settlement of the same and otherwise necessarily ~~expended~~ for ys said Eleazers Benefit and advantage in ys Execution of the Trust aforesaid according to the Account No B ~~hereto~~ to wit annexed being the one third part of the whole account of said Account and the said Eleazer then and there in consideration thereof then and there promised the said Thomas then living that he would well and truly pay him the same on demand And also for that whereas the said Thomas as Guardian of the s Eleazer and in the True and faithfull Execution and discharge of the said Trust to which he was duly and lawfully appointed had before the said first day of

Goodman Adms vs Goodman 100

Goodmans Adm^rs vs Goodman

——November Anno Dom^i 76[illegible] done and performed much other Labor and service for the said Eleazer in taking Care of him & his Estate & for which ye^d Eleaze by Law became and then was liable to pay the^d Thomas so much as he reasonably deserved therefor he the said Eleazer he the^d Eleazer then and there assumed on himself and to the said Thomas (then living) faithfully promised to pay him so much for his said Labour & service last aforesaid whenever he should be thereto required as he the said Thomas reasonably deserved to have for the same and the Pltf say that ye said Thomas then and there reasonably deserved to have and receive five pounds lawfull money for the Labour and service last aforesaid of which the said Eleazer then and there had Notice —— Nevertheless ye^d Eleazer tho often requested hath never fulfilled and performed either of his said Promises to the said Thomas while he lived nor hath he ever performed either of them to the Pltf the said Adm^rs since the said Thomas death tho by them often requested But he unjustly neglects to do it to the damage of the said Rebecah & Noah in ye^d Capacity the sum of Sixty pounds The before named Adm^rs by John Worthington Esqr & the said Eleazer by Joseph Hawley Esqr their respective Attornies now come here and refer this Case and all other Controversies disputes and demands subsisting betwixt the^d Parties to the final determination and Award of Captn Daniel White of Hatfield Major Benjamin Day of Springfield & Captain Joseph Root of Montague or of any two of them Arbitrators mutually elected by the said Parties to be made upon the premises and returned into this Court as soon as may be and the proceedings of the said parties thereon are continued untill ye next Term of this Court

Dunks vs Scott 102

Samuel Dunk late of Saybrook in the County of New London & Colony of Connecticutt Junr yeoman. Now of Hendebrook in the County of Albany in the province of New York yeoman Pltf vs Ebenezer Scott of Barnardston in ye County of Hampshire yeoman Deft In a plea of the Case for that the said Ebenezer at Springfield on the twenty third day of Octr Anno Dom^i 76[illegible] by his promissory Note in writing under his hand of that date for Value received promised said Samuel to pay him three pounds lawfull money on or before the tenth day of January thennext with lawfull interest for the same till paid Yet said Ebenezer tho often often requested hath never paid the same or any part thereof But wrongfully neglects to do it To the damage of the^d Samuel Four pounds

The Pltf appears by John Worthington Esqr his Att^y and ye^d Ebenezer being three Times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Samuel do recover against the said Ebenezer the sum of two pounds 0/5 of lawfull money damages & Cost of Court taxed at two pound 16/8 & thereof he may have Execution

Execution is 26th May 1767

John Patrick of Western in the County of Worcester yeoman (101)
Plt vs Zenas Parsons of Springfield in the County of Hampshire yeo-
-man Deft in a plea of the Case for that the said Zenas at s^d Springfield Patrick
on the Twenty sixth day of December last by his promissory note in vs
Writing under his hand of that date for Value received promised one Parsons
David Brewer to pay him or his order five pounds 6/ lawfull money with (103)
Use meaning with lawfull interest for the same till paid (afterward
Viz) on the Twenty ninth day of the same Decr at s^d Springfield the
said David by his indorsement with his own proper hand subscribed
and made upon the same Note assigned the same Note to the Plt & thereby
ordered the payment of the Contents of the same Note (then being
wholly due and unpaid) to be made to him of all which s^d Zenas
then and there instantly had notice so became liable to pay the Con-
-tents of s^d same Note to the Plt according to the Tenor of said Note and s^d
said Zenas then and there in Consideration thereof promised ~~said~~ s^d Plt
to pay him the same accordingly Yet tho' often requested the said
Zenas hath never paid the same or any part thereof but unjustly
neglects it To the damage of the said John Seven pounds — —
The Plt appears by John Worthington Esqr his Attorney and the said
Zenas being three Times publickly called makes default of appearance in
Court — Therefore it is considered by the Court that the said John
do recover against the said Zenas Five pounds 8/ 3½ of lawfull money
damages & Cost of Court taxed at one pound 13/ 0 and thereof &c —
The said Zenas afterwards now at this same Term comes here by Moses Bliss
Gent^r his Attorney and appeals from the judgment of this Court to the
Superiour Court of judicature to be holden at Springfield within and for
the County of Hampshire on s^d Fourth Tuesday of September next ensuing
and he recognizes with sureties as the Law directs for the said Zenas —
prosecuting the appeal with effect as by s^d recognizance on file it appears

John Worthington of Springfield in the County of Hampshire Worthington
Esqr Plt vs Zenas Parsons of s^d Springfield yeoman deft in a plea of s^d Case vs
for that the said Zenas at said Springfield on the nineteenth day of Jany Parsons
last past by his promissory Note of that date for Value rec^d promised s^d John {104}
to pay him or order fifteen pound 10/ 0 on demand with interest till paid
Yet s^d Zenas tho' often requested hath never paid the same or any part thereof
but unjustly neglects it To s^d damage of s^d John Eighteen pounds — The Plt
appears in his own proper person and the s^d Zenas being three Times pub-
-licly called to come into Court makes default of appearance in Court
Therefore it considered by the Court that s^d John do recover against s^d Zenas sixteen
pounds 4/ 11 3/4 of lawfull mony damages & Cost of Court taxed at £1 16 2 s^d thereof &c
Afterwards the said Zenas comes here by Moses Bliss Gent^r his Attorney and appeals
from the judgment of this Court to the Superiour Court of judicature to be holden at
Springfield within and for the County of Hampshire on the second Fourth Tuesday of
of September next ensuing & he recognizes with sureties as the law directs for the said Zenas
prosecuting s^d appeal with effect as by s^d recognizance on file it appears

(102)

Worthington vs Parsons 105

John Worthington of Springfield in the County of Hampshire Esqr & Robert Breck of Northampton in said County Gentleman Pltfs vs Zenas Parsons of said Springfield yeoman Deft In a plea of the Case for ye the said Zenas at said Springfield on the Tenth day of September Anno^i 766 by his promissory Note for Value received promised the said John and Robert to pay them or order seven pounds 13/3 on demand with lawfull interest till paid Yet said Zenas tho^s often requested hath never paid the same or any part thereof But unjustly neglects it To the damage of the said John and Robert Ten pounds —— The Pltfs appear by John Worthington Esqr and the said Zenas being three Times publickly called to come into come into Court makes default of appearance here — Therefore it is consi=dered by the Court that the said John & Robert do recover against y^e said Zenas seven pound 19/10¾ of lawfull money damages & Cost of Court taxed at one pound 12/2 & thereof they may have Execon

After all which the said Zenas comes here by Moses Bliss Gent^n his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as y^e Law directs for y^d Zenas pre=senting y^e appeal with effect as by^d recognizance on file it appears

Morgan vs Colton 106

Samuel Morgan of Springfield in the County of Hampshire Yeoman Pltf vs Charles Colton of said Springfield yeoman deft in a plea of of the Case for that the said Charles at Springfield on the fifteenth day of March Anno^i 766 being justly indebted to the said Samuel in the sum of Ten pounds lawfull money for three fat Cattle by the said Samuel to ye the^d Charles at his special instance & request before that Time sold and delivered him he the said Charles in Consideration thereof then and there promised ye said Samuel to pay him the said Sum on demand Yet s^d Charles hath never paid the same tho^s often requested but neglects it To the damage of said Samuel Twelve pounds, the Pltf appears by John Worthington Esqr his Attorney and ye Charles being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Samuel do recover against the said Charles the sum of Ten pounds of lawfull money damages & Cost of Court taxed at one pound 6/1 & thereof &c

Rogers vs Rogers 107

Robert Rogers of Palmer in the County of Hampshire yeoman Pltf vs Elijah Rogers of Springfield in ye same County yeoman deft In a plea of the Case for that the said Elijah at Springfield on the seventh day of April Anno Dom^i 763 by his promissory Note of that date for Value received promised the said Robert to pay him or his order Thirteen pounds 19/8 within five months from the date of said Note with interest till paid Yet the said Elijah tho^s often requested hath never paid ye same or any part thereof But neglects it To the damage of the^s. Robert Eighteen pound The

The Pltf appears by John Worthington Esq his Attorney and the said Elijah being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Robert do recover against the said Elijah the sum of Seven pound 6/3¼ of lawfull money damages and Cost of Court taxed at one pound 11/4 & thereof &c. Exeter Jfs 1st Oct 1767

Rogers vs Rogers

John Worthington of Springfield Esq & Robert Breck of Northampton Gentn both in the County of Hampshire Pltfs vs Jotham Hancock of Springfield in the County aforesaid Yeoman Deft Inaplea of the Case for that said Jotham at said Springfield on the thirteenth day of August Anno Domi 1765 by his promisory note of that date for Value received promised the said John and Robert to pay them two pound 1/1 on demand with lawfull interest till paid &c as in the Writ —

Worthington et al vs Hancock

108

The Pltfs appear by John Worthington Esq and the said Jotham being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said John and Robert do recover against the said Jotham Two pound 15/4½ of lawfull money damages and Cost of Court taxed at one pound 11/0 & thereof &c

Experience Worthington Widow and Lucy Fowler Spinster both of Springfield in the County of Hampshire Pltfs vs Job Fowler of Sd Springfield yeoman deft in a plea that said Job render to the said Experience and Lucy the sum of Forty pounds which to them he owes & from them unjustly detains and whereon they say that at said Springfield on the twenty fifth day of April Anno Domi 1764 the said Job by this bond of that date in Court to be produced by the Name of Job Fowler of Suffield in the County of Hartford and Colony of Connecticutt Husbandman bound and obliged himself to the Pltfs in the sum of Forty pounds to be paid them on demand Yet the said Job tho often requested hath never paid the same But unjustly neglects it To the damage of the said Experience & Lucy Forty pounds — The Parties appear and humbly pray that this Case may be continued untill the next Term: and it is Considered by the Court of our Lord the King now here that the Case be continued, the Sd Parties have a further day here until the ~~the~~ last Tuesday of August next ensuing

Worthington et al vs Fowler

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~~George the third &c~~

To the Sheriff of our County of Hampshire his under Sheriff or Deputy Greeting Whereas Bildad Fowler of Westfield in the County of Hampshire yeoman before our justices of our Inferiour Court of Common pleas holden at Springfield within and for said County of Hampshire on the last Tuesday of August last by the Consideration of the justices of said Court recovered judgment against Edmund Murphy of said Springfield yeoman for the sum of five pound 2/3½ damages and one pound 12/10 for his Cost & Charges by him about his Suit in that Behalf expended whereof the said Edmund is convict as to us appears of Record & altho judgment be thereof rendered & Execution accordingly granted thereupon Yet the same is returned into our said Court by William Lynchon a Deputy Sheriff under Oliver Partridge Esq Sheriff of our said County of Hampshire that he made diligent search within his Precinct for the person of the said Edmund Mur

Fowler vs Burl

110

(104)

Fowler vs Burt

— Murphy and that he could not find him nor any Estate whereon to Levy the said Execution & that therefore he returned the same wholly unsatisfied & unpaid Whereof he the said Bildad hath supplicated us to provide a remedy for him in that Behalf Now to the End that justice may be done We Command you that you make known unto Ebenezer Burt of Springfield yeoman who was Surity for the s^d Comand on the Original Process not only for his appearance but also for his abiding by and performing the judgment aforesaid that he be before our of our said Inferiour Court of Common pleas to be holden at said Springfield on the Third Tuesday of May next to shew Cause if any he have wherefore the said Bildad ought not to have his Execution against him the said Ebenezer for his damages & Costs aforesaid & further to do and receive that which our said Court shall then and there consider —

The said Bildad by John Worthington Esq his attorney appears — The said Ebenezer being three times publicly called makes default of Appearance here — Therefore it is considered by the Court the said Bildad have his Execution against the said Ebenezer for the sum of Damages and Costs aforesaid amounting to the sum of seven pounds four shillings & eight pence of lawful money — It is also considered that the said Bildad recover against the said Ebenezer one pound nine shillings and six pence of the like mony for Costs and Charges by him about his suit in that behalf sustained by the Court now here to the same Bildad with his assent allowed and thereof likewise &c — Ex. iss. 10th June 1767 —

Easton vs Fowler

Ahimaaz Easton of Westfield in the County of Hampshire yeoman Plt vs David Fowler of said Westfield yeoman Deft in a plea of the Case for that the said David at Springfield on the twenty fifth day of August last past by his promissory note in writing under his hand of that date for Value received promised said Ahamaaz to pay him ten pounds on demand And also for that the said David at said Springfield on the last day of August aforesaid being justly indebted to the said Ahamaaz in the sum of six pounds 17/2 to ballance accounts according to the Account annexed he then and there assumed on himself and to the said Ahamaaz faithfully promised to pay him the same on demand yet the said David tho often requested hath never paid him either of said sums or any part thereof But unjustly neglects to do it to the damage of the said Ahamaaz Eighteen pounds &c

The Plt appears by John Worthington Esq his attorney and the said David Fowler comes into Court by Joseph Hawley Esq & John Phelps Gent his Attys and defends the force and injury &c and for plea says that he never promised the plt in manner and form as the Plt in his declaration hath alleged and thereof puts himself on the Country And the Plt likewise —

Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled, being demanded likewise come here who to say the truth concerning the premises being duly sworn by Mr Moses Burt their foreman declare upon their Oath that they find for the said David the Deft Cost of Court ~~taxed at two pounds 7/6~~ There

Therefore it is considered by the Court that the said David do re-cover against the said Ahamaaz the sum of two pound lawfull money 17/4, with his apont allowed him for his Costs in defending the suit of the said Ahamaaz and thereof he may have his Execn

Easton vs Fowler

The said Ahamaaz ~~by his Attorney aforesaid~~ appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and John Kelly, Gent Attorney by f. Ahimaaz recognizes with sureties as the law directs for the said Ahimaaz's prosecuting the appeal with effect as by said recognizance on file it appears

James Nivins of Greenwich in the County of Hampshire Gentn — Pltf vs James Cleland of said Greenwich yeoman Deft. In a plea of Covenant broken for that whereas by an indenture made at Springfield on the twenty second day of November Anno Dni 1764 Betwn the said James Nivins on the one part & the said James Cleland on the other One part whereof sealed with the seal of the said James Cleland & of that date in Court to be produced It is Witnessed that the said James Nivins under the Consideration of the Rents Co-venants & Agreements in the said indenture mentioned & reserved to be done and performed by Jd Cleland demised leased and to farm let to the said James Cleland by the name of James Cleland of Colchester in the County of Hartford and Colony of Connecticutt in New England yeoman his the said James Nivins's Farm in Jd Greenwich on which he then dwelt containing five Hundred Acres & being an Original Grant, made by the General Assembly of this our province to John Pynchon formerly of Spring field Esqr Decd excepting one hundred Acres part of said Grant lying at the North End of said Farm with the appurtances to have and to hold for the space of Ten years commencing on the first day of May then next following Jd twenty second day of November & from thence fully to be Compleat and Ended, Yeilding and paying for each and every of Jd Ten Years excepting the first the Value of thirteen pounds lfd in Grain Butter Cheese Beef or Pork at the mansion house on said Farm at the End and Expiration of each the said years, And the said James Cleland by the said Indenture for himself his Executors and Administrators did covenant and agree with the said James Nivins to pay him the Value of said sum of thirteen pounds lfd in Grain Beef Pork Butter or Cheese at the End and Expiration of two years from the Commencement of said Term at the Mansion House aforesaid and so at the End & Expiration of each succeeding years aforesaid And also for that whereas by the same Indenture wd James Nivins agreed with the said James Cleland to stock the said Farm wth sundry Articles of Stock and Farming Tools & Grain (viz) one Yoke of Oxen Twenty Sheep Six Cows Two Ploughs Two Chains one Sow forty Bushels of Grain & a Cart to be used & improved by Jd Cleland during wd Jd Term he wd Jd Cleland yeilding and paying to wd Nivins yearly and every year during the Continuance of the said Term for the use and

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Nivins vs Cleland

Improvement of all such Stock Grain & Tools wth Interest of wth Value thereof at six per Cent. And the said James Cleland then and there by the said Indenture agreed with wth said Nivins that wth Stock Grain Tools aforesaid should be appriz'd by Willm Scott Sam^ll Shaw junr & John Mc Masters and the said James Cleland then and there agreed and Covenanted wth wth said James Nivins that he would year by year and at the end of every year during said Term pay to the said James Nivins for the use & improvement of such stock Grain and Tools as he should put on said Farm as aforesaid according to the Value thereof on such apprizement, Interest at the Rate of six per Cent as aforesaid as by the said Indenture is manifest & appears By Virtue of which said Demise wth said James Cleland into wth Messuage aforesd wth the appurtenances Entred on the first day of May Anno Domini 1765 & hath been ever since possessed of the same, And that thirteen pound 6/8 Rent for the second year of wth said Term on the first day of May aforesd became due and payable to the said James Nivins at the place & in manner as aforesaid & the said James Nivins says that he was ready at the time & place of payment to receive wth same. Yet the said James Cleland never paid him the same or any part thereof and the said James Cleland hath Broken his Covenant — And said James Nivins says that on said first day of May Anno Domini 1765 according to said agreement aforesd he put on & stocked wth said Farm wth the several Articles of Cattle Grain & Tools in wth Schedule hereto annexed to wit to wit expressed amounting in Value according to the apprizement of said Scott Mc Masters and Shaw to forty five pounds 6/8 which Articles wth said James Cleland then received to use & improve wth said Farm during said Term & hath since hitherto enjoyed and that two years Interest of wth said apprized Value of said Stock Grain & Tools amounting to five pound 0/0 on the said first day of May Current was due and payable to the said Nivins from said Cleland which tho often requested the said Cleland hath never paid nor any part thereof but hath refused & still does refuse to pay the same or any part thereof & therein the said Cleland hath also broken his Covenant & not kept the same to the damage of the said Nivins Twenty five pounds — The Plt appears by John Worthington Esq his Attorney and the deft being three times publickly called makes default of appearance here — therefore it is considered by the Court that the said Nivins do recover against wth said Cleland the Sum of Eighteen pounds 15/4 of lawfull money Damages and Cost of Court taxed at three pound 3/5 & thereof &c —

The said Cleland afterwards at this same Term comes here by Simeon Strong Gentleman his Attorney and appeals from wth judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for wth County of Hampshire on the fourth Tuesday of September next — and he recognizes with sureties as the law directs for the said Clelands prosecuting the appeal wth effect as by said recognizance on file it appears

James Nivins of Greenwich in the County of Hampshire Gentleman Pltf vs James Sawin of Belchertown in ye same County Yeoman Deft in a plea of the Case for that the said James Sawin at Springfield on the second day of Octr Domi 1766 by his Note of that date in writing under his Hand for Value received promised ye James Nivins to pay him or order Two pounds 10/ lawfull money at or before the first day of March then next ensuing wth lawfull interest till paid yet ye James Sawin tho often requested hath never paid the same or any part thereof but unjustly neglects it To the damage of the ye James Nivins five pounds The Pltf appears by John Worthington Esqr his Attorney and ye Deft being three Times publickly called makes default of appearance in Court ~ Therefore it is considered by the Court that the said James Nivins do recover against the said James Sawin Two pound 11/9 of lawfull money damages and Cost of Court taxed at One pound 10/6 & thereof he may have his Ex

(107) Nivins vs Sawin (115)

The said James Sawin afterwards comes here at this same Term in his proper person and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs ~~for his appearance and~~ to prosecute the appeal wth Effect as by said recognizance on file it appears

David Ingersoll of Great Barrington in the County of Berkshire Gentn Pltf vs David Pond late of Meredon in ye County of Worcester yeoman Deft in a plea of the Case for that the ye David Pond at Springfield on the last day of December Anno Domi 1755 being justly indebted to the said David Ingersoll the sum of Twelve pounds 6/10 lawfull money for sundry Goods & Merchandizes by the said David Ingersoll before that time there sold and delivered to the said David Pond at his special instance & request he the ye David Pond then and there in Consideration thereof assumed on himself & to the said David Ingersoll faithfully promised to pay him the same on demand ~ yet the said David Pond tho often requested never paid the same or any part thereof but unjustly neglects to do it and hath absconded & withdrawn himself out of this Province into parts to the said David Ingersoll unknown and conceals himself & his goods & Estate so that neither of them can be come at to be attached To the damage of the said David Ingersoll £10

Ingersoll vs Pond (14)

The Pltf appears by Moses Bliss Gentleman his Attorney and John Worthington Esqr Attorney Agent Factor and Trustee of said David Pond above named an Absent and absconding Debtor comes here & under Oath declares that he has in his hands of the effects of the ye Pond to ye amount of Forty one pound 3/1 and moves that he may be admitted to defend this Suit of the said Ingersoll in behalf of his principal and that the case may be Continued until the next Term

Therefore it is considered by the Court of ye Lord the King now here ye the case be continued ~~until~~ and the said Parties have a further day in this Court here until the last Tuesday of August next ensuing accordingly

(108)

Lovett vs Ford

115

James Lovett of Mendon in the County of Worcester yeoman Plt vs David Ford late of said Mendon yeoman Deft in a plea of the Case for that said David at Springfield on the sixteenth day of july Dom 1754 by his promissory Note in writing under his hand of that date for Value rec promised the said James to pay him or his order sixteen pounds at or before the fifteenth day of December in the Year 1755 with lawfull interest for the same till paid Yet ye said David tho oftenr requested never paid the same or any part there of but hitherto hath neglected and still neglects to do it & hath absconded and withdrawn himself out of this Province into parts to the sd James unknown and so conceals himself & his goods & Estate that neither of them can be come at to be attached to the damage of the said James the Sum of Thirty pounds The Plt appears by Moses Bliss Gentleman his Attorney and John Worthington Esq Ptr Agent and Trustee of said David Ford above named comes here & upon Oath declares that he has in his hands of the Goods of the said David Ford to the amount of Forty one pound 3/1 and moves that he may be admitted to defend the Suit of ye sd Lovett in the Behalf of ye Principal and that the Case may be continued until the next Term Therefore it is considered by the Court that the sd parties have a further day before the Lord the King in this Court until the Last Tuesday of August next ensuing

How vs Higgins

116

Samuel How of Belchertown in the County of Hampshire Gentleman Plt vs Joseph Higgins of Hardwick in the County of Worcester yeoman Deft in a plea of the Case for that the said Joseph at Springfield on the eighth day of july Anno Domi 1765 by his Note under his hand in writing of that date for Value rec promised the sd Samuel to pay him or his order fourteen pounds lawfull money in one Year from the date of said Note with Interest till paid Yet said Joseph tho often requested hath never paid the same or any part there of but unjustly neglects it to ye damage of ye said Samuel £10

The Plt appears by John Worthington Esq his Attorney and the said Joseph Higgins being three Times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Samuel do recover against the said Joseph the Sum of Eight pounds 14/10 of lawfull money damages and Cost of Court taxed at one pound 17/11 & thereof he may have Execn

The said Joseph afterwards at this Term comes here by Joshua Upham Gentleman his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Josephs prosecuting ye appeal with effect as by sd recognizance on file it appears

Abraham Gibbs of the County of Hampshire yeoman Appt Pltt vs Joseph Moffit of Greenwich in the County aforesaid Physician Appelle from the judgment of Daniel Burlingame his Majestie justice of the Peace for said County of Hampshire at which Trial the Jd Joseph was Pltt and the said Abraham Deft for that the said Abraham at said Greenwich on the 14th of April last past did make an assault on the Body of the said Joseph: At which Trial the Evidences being heard and mature deliberation had it was Considered by said Justice that said Abraham should pay a fine of Twelve shillings to ye King and find Surity for his good Behaviour for Two months and pay Cost of Court at three pounds 10/ from which judgment ye Jd Abraham appealed to the Inferiour Court of Common pleas then next to be holden at Springfield in & for the County of Hampshire on the Third Tuesday of May At which Term comes here the said Abraham; and because there is no Record produced the Action is dimissed

Gibbs Appt vs Dom Regem Wt

Peter Fonda of Luningburgh in the County of Albany and Province of New York yeoman Pltt vs Oliver Watson of Great Barrington in the County of Berkshire yeoman deft in a plea of the Case for that ye said Oliver at Springfield on the Twenty second day of February Dom 1744 by his promissory note in writing under his hand of that date for value received promised the said Peter to pay him or his order the full and just sum of twelve pounds lawfull money by the first day of September then next with Interest till paid Yet the said Oliver tho often requested hath never paid the same But unjustly neglects & Refuses to do the same which is to the damag of ye Jd Peter £14, The Pltt appears by Theodore Sedgwick Gentn his Attr and the said Oliver by Mark Hopkins Esq his Attr comes & defends the force & injury when and reserving to himself Liberty of giving any special matters in Evidence under the General Issue which ought to have been specially pleaded says that he never promised in manner and form as ye Pltt in his Decl against him hath alledged and thereof puts himself on ye Country And ye Jd Peter by his above named Attr consenting to the aforesd Reservation & reserving to himself Liberty of waiving this demurrer on the Trial of ye appeal and then joining the Issue Tendred says that the plea by the said Oliver above pleaded and the matters therein containd are an insufficient answer to his declaration that he is not holden by the Laws of the Land to make Answer thereto all wch he is ready to verify wherefore for want of a sufficient Answer to his Declaration he prays that his damages and Costs may be adjudged him — And ye Jd Oliver by his Attr aforesaid consenting to said reservation says his plea is sufficient — Thereupon ye premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of ye said Oliver and the matters therein containded are sufficient in Law to me

Fonda vs Watson Wt

(110)

Ponda vs Watson

—Preclude the said Peter from having his aforesaid action maintained against the said Oliver Therefore it is considered by the Court that the said Peter by his plea aforesaid have nothing but that for his groundless demand he be in mercy &c — It is also considered by the Court that the said Oliver do recover against the said Peter one pound 7/ of lawfull money allowed him wth his Costs in defending the suit of the said Peter and thereof &c — — The said Peter by his Attr aforesaid appeals from the judgment of this Court to the superiour Court of judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Surties as the Law directs for the sd Peters prosecuting the appeal wth effect as by said recognizance on file it appears

How: Comfit vs East HG

Edward East of Palmer in the County of Hampshire yeoman Plaintiff Sampson How of Bernardston in the County aforesaid Gentn Deft in a plea of Ejectment wherein the sd Edward demands against the sd Sampson Eighty Acres of Land lying & being in said Bernardston being Lot No 25 in the first Division of Land there and bounds Northerly on a Meadow Lott Easterly on Wm Which said Edward having discontinued his Action The ~~within~~ above named How by Simeon Strong Gentleman his Attorney comes and hereby prays judgment against the sd Edward & that his Cost ~~may~~ occasioned by the premises may be adjudged to him — And it is considered by the Court that the said Sampson do recover against the said Edward Cost of Court taxed at £1..12..3

Exeter Jfs 11th June 1767

The foregoing Judgments being made & entered up in manner aforesaid the said Court was adjourned without Day —

Attest Wm Williams Clerk

Hampshire ss

Anno Regni Georgii Tertii Regis magnae Britaniae Franciae et Hiberniae septimo — (III) August Term 1767

At his Majesties Inferiour Court of common pleas holden at Springfield for and within the County of Hampshire on the last Tuesday of August being the 25th day of the said Month (Vide die in diem) to the second day of Sept. next following Dom. 1767

Present — Jury for Trials — De Tal

Israel Williams Esq.
Josiah Dwight Esq.
Tim. Dwight Jun. Esq.
Thomas Williams Esq.

Nath. Peck foreman
Joseph Miller
Ariel Collins
Stephen Baker
Elisha Cooke
Willm Shephard
Nath. Danielson
Willm Carnathan
John Shearer
Josiah Smith
Asa Fisk
James Warriner

In these Cases
Williams Esq. &c vs Hubbard
Sacket vs Leet
Webb vs Mixer: Fisk was off. Mr Lewis Bliss on in the Case Dwight vs Andrews the parties to abide Verdict of Eleven jurors
Fisk off in the Case Barber vs Lee & Dean Jon. White on

Continued Actions

Joel Ely yeoman and Benjamin Leonard Jun. yeoman both of Springfield &c Pltfs vs John Townley of Hartford &c Merchant deft in a plea of the Case as heretofore recorded The parties appear and humbly pray that this case may be further continued under the same Rule and it is considered by the Court that the said parties have a farther before the Lord the King in this Court here until the second Tuesday of November next — Ely & Leonard vs Townley

Joseph Bedortha jun. of Springfield &c yeoman Pltff vs George Pynchon of sd Springfield Gentleman Deft in a plea of the Case as heretofore recorded The said Parties now at this Term Come here and the Referees to whom this Case was referred now come here and Award as follows Viz. We find for the deft Cost of Court and award the Pltff to pay the Cost of this Reference the Cost being 10/ — Therefore it is considered by the Court that the said Joseph do recover against the said George ~~three~~ Cost of Court taxed at three pounds 13/ & thereof &c Ex. fi. 24th March 1760 — Bedortha vs Pynchon

Phinehas Perkins of Granville &c yeoman Pltff vs Phinehas Tinker of sd Granville yeoman & Ebenezer White of Westfield &c yeoman defts in a plea of Trespass as heretofore recorded The parties appear and at the motion of the Pltff attorney It is considered by the Court that the Case be continued until the second Tuesday of November next ensuing — Perkins vs White &c

Benjamin Day Genlm and Margaret Jones Gentlewoman both of Springfield &c Executors of the last will and Testament of Cornelius Jones late of Springfield Gentm Dec. Pltfs vs Bildad Fowler of Westfield &c yeoman in a plea of the Case as at large on record The parties appear and humbly pray that this Case may be further continued under a sure Rule until the next Term and it is granted them and the said parties have a further day accordingly — Jones Execrs vs Fowler

(42)

Taggart & vs Perry

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford &c and David McMurry and Jane McMurry both of said Blandford infants and Children of George McMurry late of Blandford aforesaid yeoman Deceased and Susannah his Wife who was formerly Susannah Taggart Decd & which sd David & Jane the infants sue by Jane Taggart their Grandmother and next friend of said Blandford &c Pltfs vs Sylvanus Perry of Westfield &c yeoman deft in a plea of Ejectment as heretofore recorded The Parties appear and it is considered by the Court that the Case be continued until the second Tuesday of November next ensuing

Scripture vs Jackson

Simeon Scripture of Coventry ~~&c~~ Trader Pltf vs Joseph Jackson & Thutchman deft in a plea of the Case as at large on record The Parties appear and because there is no award made they humbly pray that the Case may be further continued under the same Rule until the second Tuesday of Novr next ensuing & it is granted them

Hubbard Appt vs Carrier

Jonathan Hubbard of Glastonbury &c yeoman Appt ~~Pltf~~ vs Benjamin Carrier of Belchertown &c yeoman Appelle ~~Deft~~ in a plea of the Case as Recorded at large heretofore and now at this Term the Parties come here and are at Issue on the Original plea and having put themselves on the Country Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathl Peck their foreman declare upon their oath that they find for the appellant Revision of the former judgment thirty five shillings & damages and Costs of Courts &c Therefore it is considered by the Court that the former judgment be reversed and that the said Jonathan do recover against the said Benjamin one pound 15/11½ of lawfull money damages and Costs of Courts taxed at Eight pound 0/2 &c Exr ff 3d Septr 1769

Nash vs Rugg

Joseph Nash of South Hadley &c yeoman Pltf vs John Rugg of said South Hadley yeoman deft in a plea of the Case as at large on record of the preceeding Term And now at this Term the said parties come here and the Referees to whom this Case was referred ~~on~~ Report as follows We thereupon find for the Pltf one pound 4/3 damages and one pound ten shillings cost of this Reference after which award the deft comes and moves that the Papers may be recommitted & the said Parties further heard - and it is ordered that the Papers be recommitted to the Referees and the said Parties have a further day before the Lord the King here until the second Tuesday of November next ensuing

Edward Smith of Amherst yeoman appellant vs Joseph Hubbard of Hadley yeoman Appelle in a plea of the Case as at large on record of the preceding Term The said Edward being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the said Joseph likewise Defaulted and the Action is dismissed accordingly — Smith Appt vs Hubbard

Jane Eustice of Boston in the County of Suffolk Milliner Pltf vs Benoni Danks lately of Chignecto in the Province of Nova Scotia Esq Deft in a plea of Trespass as recorded at large the preceding Term The parties appear and humbly pray that this Case may be further continued and it is considered by the Court the Case be continued until the next Term and the said parties have a further day accordingly — Eustice vs Danks Esq

Bildad Fowler of Westfield yeoman Pltf vs Reuben Sweatman of Granville yeoman deft in a plea of the Case as at large on record of the preceding Term The parties now at this Term come here and humbly pray that this case may be continued until the next Term and it is considered by the Court that the said parties have a further day before the Lord the King in this Court here until the second Tuesday of November next ensuing — Fowler vs Sweatman

Joseph Ashley junr of Sunderland yeoman Pltf vs Sellows Billing of said Sunderland Gentleman deft in a plea of Trespass as at large on record of the preceding Term and now at this Term the parties come and the said referees to whom this Case was referred now report as follows Viz. We do award and determine that the said Joseph do recover of the said Sellows the sum of seventeen pound 0s/7 damages and a certain Negro Man named Bennel now in possession of the said Sellows by Virtue of an assignment of a Bill of Sale made by one Aaron Burt to the said Joseph be & remain to the said Sellows as his property and that the Sd Sellows do also pay the Cost of the Reference being 4/5 and that this be a final end of all Controversies and Disputes between them — Therefore it is considered by the Court that the said Joseph do recover against the said Sellows seventeen pound 0s/7 of lawfull money damages and Cost of Reference taxed at two pound 5s/9 thereof &c — Ashley vs Billing

John Walker of Hartford in the County of Hartford and Colony of Connecticutt Merchant Pltf vs Thomas Jersey & Benjamin Jersey both of New London in the County of New London and Colony aforesaid Merchants Defts in a plea of the Case as at large on record of the preceding Term & now at this Term the Pltf by Mark Hopkins his Atty comes here and the said Thomas & Benjamin being three times publickly called make default of appearance here — Therefore it is considered by the Court that the said John do recover against the said Thomas and Benjamin twenty two pound 13/2¾ of lawfull money Debts and Cost of Court taxed at two pound 18/0 thereof &c — Execution 24th Sept 1767 — Walker vs Jersey et al

(114)

Bebee vs Cowls } Martin Bebee of the new Plantation called New Concord in the County of Albany and Province of New York yeoman Pltf vs Benjamin Cowls of Canaan in the County of Litchfield and Colony of Connecticutt Gentleman Deft in a plea of the Case as at large on record of the preceding Term And now at this Term the Pltf appears by Woodbridge & Little Gentlemen his Atts and the said Benjamin being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Martin do recover against ye said Benjamin the sum of thirteen pounds 4/ of lawfull money damages and Cost of Court taxed at four pounds 6/ and therefore Execon ijs 3d Septr 1767

Graves vs Seelye } Moses Graves of Pittsfield in the County of Berkshire Gent Pltf vs Ephraim Seelye of Pownal in the province of New York yeoman Deft in a plea of the Case as on record of the last Term and now at this Term the Pltf appears by Woodbridge & Little Gentlemen his Atts and the said Ephraim being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Moses do recover against the said Ephraim Thirty seven pounds 7/9½ of lawfull money damages and Cost of Courts taxed at £3.14.10 ye thereof &c Execon is 3d Septr 1767

Ely vs Adams } Joel Ely of Springfield in ye County of Hampshire yeoman Pltf vs John Adams of Suffield in said County yeoman Deft in a plea of ye Case as at large on record of the preceding Term And now at this Term the parties come here and the referees to whom this case was submitted come and report as follows Viz, We find due to Joel Ely the Pltf damages to the value of six pounds 12/s and Cost of Court of this Reference being 10/ Therefore it is considered by the Court that the said Joel do recover against the said John six pounds 12/s of lawfull mony damages and Cost of Court & Reference in the Whole taxed at Two pounds 1/10 ye thereof &c — Execon is 16th Novr 1767

Ely Execrs vs Bedortha } Samuel Ely and Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will and Testament of Samuel Ely ye Elder late of said Springfield dec Pltfs vs Joseph Bedortha ye 2d of said Springfield yeoman Deft in a plea of the Case as on record of the Last Term The said Samuel and Joel being three times publickly called to come into Court and prosecute their said Action are Nonsuit and the said Joseph likewise defaulted & ye Action dismissed accordingly

Idem vs Miller } Samuel Ely and Joel Ely both of Springfield in the County of Hampshire yeomen Executors of the last will and Testament of Samuel Ely the Elder late of said Springfield deceased Pltfs vs Moses Miller of said Springfield yeoman Deft in a plea of the Case as at large on record of the preceding Term And now at this Term the [illegible] Ely & Joel Ely ye said Executors being three times publickly [illegible] Novem[illegible] into Court and prosecute their said Action are Nonsuit a[illegible] Joseph likewise defaulted and ye Action is dismissed according

Joel Ely of Springfield in the County of Hampshire yeoman Pltf vs John Ely of said Springfield yeoman Deft in a plea of the Case as at large on record of the last Term and now at this Term And now at this Term the said Joel being three Times publickly called to come into Court and prosecute his Action is Nonsuit and the said John likewise defaulted and ye Action is dismissed accordingly

Ely vs Ely

Rebecah Goodman Widow & spinster and Noah Goodman yeoman both of South Hadley &c administrators on the estate of Thomas Goodman late of South Hadley aforesaid yeoman dec Pltfs vs Eleazer Goodman of Northampton minor under twenty one years of Age Deft in a plea of the Case as at large on record of the last Term The parties now at this Term appear and the referees to whom this Case was referred now report as follows Viz We do determine and Award that ye said Eleazer Goodman the Deft pay to Noah Goodman and Rebecah the Pltfs the sum of Eleven pounds 10/ in Money damages and Cost of this Reference being five pounds 15/ and the Costs of Courts —

Goodmans adm^rs vs Goodman

Therefore it is considered by the Court that the said Rebecah & Noah do recover against the said Eleazer the Sum of Eleven pounds 10/ and Cost of Court & Reference in the Whole taxed at seven pound 14/ 7 & thereof &c

Execon Ejs^d 30th March 1766

Experience Worthington Widow and Lucy Fowler spinster both of Springfield in the County of Hampshire Pltfs vs Job Fowler of said Springfield yeoman Deft in a plea of the Case as at large on record of the last Term and now at this Term ye Pltfs come here by John Worthington Esqr their Atty and the said Job by Simeon Strong Gent^r & Joseph Hawley Esqr his Atty comes into Court and prays Oyer of the writing Obligatory & it is read to him in these words — Know all men by these presents that I Job Fowler of Suffield in the County of Hartford & Colony of Connecticutt Husbandman am holden & stand firmly bound and Obliged unto Experience Worthington Widow and Lucy Fowler spinster both of Springfield in the County of Hampshire & Province of the Massachusetts Bay in the sum of Forty pounds lawfull money of the Province aforesd to be paid to the said Experience and Lucy their Executors administrators and assigns and for the payment whereof I bind myself my Heirs and Executors and Administrators firmly by these presents sealed with my Seal this twenty fifth day of May Anno Dom^i 1766 And the said Job likewise prays Oyer of the Condition of said writing Obligatory and it is read to him in these Words The Condition of the aboversaid Obligation is that if the above bounden Job Fowler his Heirs Executors or Administrators do and shall well and truly build erect and set up a dwelling house in a good sufficient and Workmanlike manner one Story high of ye length of twenty six feet and of the Breadth of sixteen feet for the said Lucy and Experience Thomas called Fowlers Field near Dea^n Reuben Leonards house Lott south of the Cost of the Gain in Sd Springfield on such part or place as the said Fowler field they — Ex

Worthington^s vs Fowler

(516) — Experience and Lucy or either of them shall appoint &

Worthington vs Fowler

shall also cover the outside of said house in a good sufficient and Workman like manner the Roof wth Boards and Shingles and the Body of ye house with good Boards or Quarter Boards & also set up the outside doors & put up Windows and Glass said house conveniently and sufficiently & also build and erect a sufficient Chimney for said house with two smokes or five Flues in or near the middle of said House & also shall digg a sufficient Cellar under one Room of said house & stone it up Well and find all the Materials requisite to the purposes abovementioned on or before the first day of july next ensuing the date here of then the foregoing Obligation to be void and of none effect otherwise to remain in the full force and Virtue: wth being read and heard The said Job says that the said Lucy and Experience ought not to have or maintain their said Action against him because he says that after the making of the writing Obligatory aforesd and before the Time in said Condition set and limited for the performance of the same that is to say on the last day of June next ensuing the date of said writing Obligatory at said Springfield the said Job did well and truly perform and fulfill the Condition before read and all and every matter and Article therein contained & expressed according to the true import & meaning of the said Condition all wch sd Job is ready to verify & prove wherefore he prays judgment if the said Lucy and Experience ought to have or maintain their said Action against him ~~~ And the said Experience and Lucy by their Attys aforesaid say that they by any thing by the sd Job in pleading alledged ought not to be precluded ~~therein~~ from their Action against him had because by protesting that said Job hath not performed any of the Articles or things in the ~~declaration~~ Condition aforesaid specified according to the true intent and meaning of the said Condition aforesaid at the place by the said Experience and Lucy assigned him in the Lott afrd called Fowlers Field and that the sd Job did not build the same in a sufficient and Workmanlike manner that he did not build the same with Timbers of a sufficient Bigness & strength nor frame them together according to the Rules of Building & that he did not cover the outside of sd House in any part of it in a sufficient & workmanlike manner that he did not make sufficient & convinient Windows therein nor glaze the same sufficienly that he did not make a sufficient Chimney to sd house nor set the House up a sufficient & reasonable distance from the Ground nor make any foundation or underpinning thereto and that he hath not built a sufficient Cellar under either of the rooms of sd house nor stoned the same well nor set up the outside doors to the said house in sufficient manner all wch they pray may be inquired of by the Country And the said Job likewise ——— There

= Thereupon the jurors at this Time according to ye form and effect of the Statutes in this Case provided returned & impanelled being demanded likewise come Who to say the Truth concerning the Premises being duly sworn by Mr Nathll Peck their foreman declare upon their Oath that they find for the Pltf the forfiture of the Bond declared on and their Costs of Court ~~ Thereupon it is Considered by the Court that the said Experience and Lucy do recover against the Deft the sum of Two pound of lawfull money Debt and Cost of Court taxed at & thereof he may have his Execon

(W)

Worthington vs Fowler

The said Job appeals from the judgment from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes wth sureties as the law directs for his prosecuting the appeal with effect as by said recognizance on file it appears

David Ingersoll of Great Barington in the County of Berkshire Gentleman Pltf vs David Bond late of Mendon in the County of Worcester yeoman Deft in a plea of the Case as at large on record of ye last Term and now at this Term the said David Ingersoll comes And John Worthington Esqr Attr Agent Factor and Trustee of the said David Bond who was an absconding Debtor admitted att the last Term to defend this suit And ye said Parties humbly pray that this Case may be continued unto the next Term and it is granted accordingly

Ingersoll vs Bond

James Lovett of Mendon in the County of Worcester yeoman Pltf vs David Bond late of said Mendon an absconding Debtor yeoman Deft in a plea of the Case as at Large on record the last Term and now att this Term the said James Comes here and John Worthington Esqr Attr Agent and Trustee of the said David was admitted att the last Term to defend this suit comes And the said Parties humbly pray that this Case may be continued until the next Term and it is granted them accordingly

Lovell vs Bond

Actions at this Term

Noah Goodman yeoman and Rebecah Goodman Spinster both of South Hadley in the County of Hampshire Administrators on the goods & Estate of Thomas Goodman late of said South Hadley yeoman decd Pltfs vs Benjamin Peirce of South Hadley aforesaid yeoman deft in a plea of the Case for this Viz) That whereas the said Thomas Goodman in his Life time Viz on the Last day of August Anno 1760 at South Hadley aforesaid was possessed of a certain Cow of the price of Five pounds as of his own proper Goods and Chattles and being so possessed afterwards That is to say the same day and year last mentioned at South Hadley aforesaid casually lost the said Cow out of his possession which Cow afterward in the

Goodman Admrs vs Peirce

No 1

(140)

Goodman Adm^r vt Peirce

= Lifetime of the said Thomas (Viz) on the said last day of August at South Hadley aforesaid came to the hands and possession of the said Benjamin by his finding the same Nevertheless the said Benjn knowing the said Cow to be the proper Cow of the said Thomas and of Right to appertain and belong to the said Thomas Yet he the sd Benjn hath not delivered the said Cow to him the said Thomas in his life time thó he the said Benjamin was thereto by the said Thó in his life time required nor to the said Noah and Rebecah or either of them since the Death of the said Thomas thó he has been by them often requested But he the said Benjamin afterwards since the Death of the said Thomas Viz on the last day of July last at South Hadley aforesaid Converted and disposed of the sd Cow to the use & Benefit of him the said Benjamin to the damage of the sd Noah and Rebecah six pounds And also that whereas the said Thomas Goodman in his life time on the last day of August aforesaid was possessed of a certain yoke or pair of Oxen of the Price of fourteen pounds as of his own proper Oxen and being so possessed thereof afterwards Viz. the day & year aforesaid at said South Hadley in the life time of him the said Thomas he casually lost the said Oxen out of his possession and the sd Oxen afterward (Viz) the same day and year at South Hadley aforesaid in the lifetime of the said Thomas came to the hands and possession of sd Benjamin by his finding the same Nevertheless the said Benjamin knowing the said Oxen to be the proper Oxen of him the said Thomas & of Right to appertain and belong to him the sd Thomas in his life time Yet he the said Benjamin hath never Delivered the said Oxen to him the said Thomas in his life time thó he was thereto by the said Thomas in his life time often requested Neither hath he delivered the said Oxen to the said Noah and Rebecah administrators as aforesaid or to either of them ~ Altho he hath been thereto often required by the said Noah & Rebecah since the decease of the sd Thó But he the said Benjamin afterwards to wit on the last day of July and since the Death of the said Thomas disposed of & converted said Oxen to the proper use and Benefit of him the sd Benjamin To the damage of the said Noah and Rebecah fourteen pounds The Pltfs appear by Joseph Hawley Esqr Attorney and the sd Benjamin by John Worthington Esqr his Attorney comes and defends &c & pleads and says he is not guilty in manner and form as the Pltfs have alledged against him and thereof puts himself on the Country and the Pltfs likewise ~~~ Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who so say the truth concerning the Premises being duly sworn by Mr Nathaniel Peck then

Foreman, that they find for the Pltf for the Cow two pound 15/ and for the Oxen thirteen pounds being fifteen pounds 15/ ~~and~~ damages and Cost of Court ~~~ Therefore it is considered by the Court that the said Noah and Rebecah do recover against the said Benjamin fifteen pounds 15/ of lawfull money damages and Cost of Court taxed at five pound 5/2 & thereof &c

(Wf) Goodman adm^rs vs Peirce

~~Nevertheless~~ the said Benjamin appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for ~~the~~ his prosecuting his appeal with effect as by said recognizance on file it appears

John Tilley junior of Hartford in the County of Hartford and Colony of Connecticutt Mariner Pltf vs Oliver Partridge of Hatfield in the County of Hampshire Esqr Deft in a plea of Trespass & as in the Writ The said ~~Oliver~~ John being three times publickly called to come into Court and prosecute his Action is Nonsuit and the said Oliver likewise defaulted and the Action accordingly dismissed

Tiley Junr vs Partridge No 2

Samuel Leonard of Springfield in the County of Hampshire yeoman Pltf vs George Lynchon of said Springfield Gentleman deft in a plea of the Case for that the said George at said Springfield on the last day of April Dom^i 1753 being justly indebted to the said Samuel the sum of two pound 0/2 1/2 for so much by ye said Samuel at ~~the~~ special instance and request of the said George and for his use paid ~~by~~ said Samuel to one Elias Lyman he the said George then and there in Consideration thereof promised the said Samuel the same sum on demand And also for that said George at ~~said~~ Springfield on the last day of of August Dom^i 1763 being justly indebted to the said Samuel in the sum of three pounds lawfull money more for so much by the said George there before rec^d of one Luther Leonard to the use of the said Samuel he the said George then & there promised said Samuel in Consideration thereof to pay him ye same on demand Yet tho' often requested he the said George hath never performed either of his ~~said~~ promises but neglects it to the damage of the said ~~Samuel~~ Samuel seven pounds The Pltf appears by Joseph Hawley Esqr and the said George by John Worthington Esqr his Attorney comes and defends &c and says he never promised the said Samuel in manner and form as the Pltf in his declaration has declared and thereof puts himself on the Country and ye Pltf likewise ~~~

Leonard vs Lynchon No 3

Thereupon the Jurors at this Term according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning ye Promises being duly sworn by Mr Nathaniel Pease their foreman declare upon their Oath that they find for the Pltf ye sum sued for being £3..0..3 1/2 and Cost of Court

There ~~~

(120)

Leonard vs Pynchon

= Therefore it is considered by the Court that the said Samuel do recover against the said George the sum of five pounds 0 s 3 d of lawfull money damages and Cost of Court taxed at £

The said George by his Attorney aforesaid appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes wth Surities as the law directs for the said George prosecuting the appeal with effect as by said recognizance on file it appears

Moffit Appt vs Gibbs and No 4

Joseph Moffit of Greenwich in the County of Hampshire yeoman Appellant vs Abraham Gibbs of said Greenwich yeoman Appell from the judgment of Josiah Chauncey Esqr one of his Majestys justices of the peace &c for said County at a trial before him on the Thirteenth day of july anno Domi 1767 At which Trial said Abram was Plt & said Joseph Deft in a plea of Trespass on the Case for that the said Abram at said Greenwich on the last day of Octo Domi 1765 was possessed of a felt Hat of the Value of five shillings as of his own proper Felt Hat and being so thereof possessed the said Abram there afterward Viz) on the same last day of October aforesaid the same Felt Hat out of his possession casually lost which said Felt Hat so lost as aforesaid afterwards Viz) on the tenth day of Novr 1765 came into the hands and possession of the said Joseph by finding Nevertheless the said Joseph knowing the said Felt Hat to be the property of the said Abram & of right to belong to him hath never delivered said Felt Hat to said Abram the often thereto requested but the same Felt Hat there afterwards Viz) on the last day of April Domi 1766 at said Greenwich converted and disposed to his own use and Benefit to the damage of the said Abram Ten shillings And the Defendt came into Court & defendts ye for plea says that he is not guilty in manner & form as the said Abram has thereof alledged against him and thereof prays trial by said justice and the said Abram likewise And after a full hearing of the parties the sd Justice found for said Abram three shillings lawfull money damages and Costs of Suit Therefore it was considered by said Justice that the said Abram should recover against the said Joseph three shillings lawfull money damages and Costs of Suit taxed at Two pound 10 s 0 d & thereof &c from which judgment the said Joseph appealed to the Inferiour Court of Common pleas then to be holden at Springfield on the last Tuesday of August and he recognized with Surities as the law directs for his prosecuting the appeal with effect And now at this Term come here the Parties abovenamed and are at Issue on the Original plea And thereupon the jurors at this time according to the form and effect of the Statute in this case provided returned and impanelled being demanded likewise come here

~~Court~~ it appeared to the Court that one of the jurors Viz. Ariel Collins was not present then & there whereupon it was ordered by the jurors return the Papers And the before named parties now come here in their proper persons and refer this Case to the final Determination and Award of Paul Mandell Gent Joseph Allin yeoman and John Braddish yeoman all of Hardwick in the County of Worcester or any two of them Arbitrators mutually Elected to be made upon the Premises and returned into this Court as soon as may be & the Case & proceedings of the said parties therein is continued to the next Term of this Court ~

Moffit Appt vs Gibbs Appe

Oliver Warner of Hadley in the County of Hampshire yeoman Pltf vs Richard Ellis of Cohain in said County yeoman Deft in a plea of the Case for that the said Richard at said Hadley on the third day of February last past by his note of that date for Value received promised the said Oliver to pay him Sixteen pounds 4/0½ lawfull money on demand &c as in the Writ The Pltf appears by Elisha Porter Gent his Attorney and the said Richard being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Oliver do recover against the said Richard the sum of Seventeen pound 3/2½ of lawfull money Damages and Cost of Court taxed at £2.3.10 & thereof &c

Warner vs Ellis No. 5

Execon iss 16th Sept 1767

Eleazer Porter of Hadley in the County of Hampshire Esq Pltf vs John Train late of Greenwich in said County Husbandman Deft in a plea that the said John render to the said Eleazer four pounds 13/ lawfull money which to him he the said John justly owes & ought & unjustly detains and whereon he the said Eleazer says that the sd John at sd Hadley on the Tenth day of January Anno Domi 1760 by his Bond of that date & in Court to be produced bound and Obliged himself unto the said Eleazer in the sum of Four pounds 13/ lawfull money to be paid him on demand &c as in the Writ the Pltf appears by Elisha Porter Gent his Attorney and the said John being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the sd Eleazer do recover against the said John three pound 10/11½ of lawfull money Debt and Cost of Court taxed at Two pound 7/6 & thereof &c

Porter Esq vs Train No. 6

Execon iss 25th Sept 1767

Eleazer Porter of Hadley in the County of Hampshire Esq Pltf vs Simon Stone late of Greenwich in said County yeoman in a plea of the Case for that the said Simon at said Hadley on the Sixteenth day of July Domi 1760 by Note of that date for Value received promised the said Eleazer to pay him Two pound 5/3¾ lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by Elisha Porter Gent his Attr and the said Simon being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Eleazer do recover against the said Simon three pound 4/10 of lawfull money damages and Cost of Court taxed at two pound 0/8 thereof &c

Stone vs Stone No. 7

Execon iss 10th Aug 1760

Jonathan Warner of Hadley in the County of Hampshire Trader Pltf vs John Cook yeoman John Williams yeoman & Joshua Lovell yeoman all late of Hardwick in the County of Worcester Defts in a plea of the Case for that they

Warner vs Cook et al No. 8

(122)

Warner vs Cook et Al

= John Cook John Williams and Joshua Ewell at said Hadley on the nineteenth day of Feby Domi 1766 by their joint Note of the same date for Value received promised the said Jonathan to pay him five pounds Two shillings lawfull money by the last day of May then next ensuing the Date of the said Note with lawfull Interest till paid &c as in ye Writt The Pltt appears by Elisha Porter Gent his Attorney and the Deffs being three times publickly called make defaull of appearance in Court Therefore it is considered by the Court that the said Jonathan do recover against the said John Cook ~~John Williams~~ Joshua Ewell the sum of five pounds 4/4 of lawfull money damages and Cost of Court taxed at Two pound 2/6 & Three of &c — Execon Ispd 24th Octo 1767

Idem vs Sprague No 9

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltt vs Jonathan Sprague jun late of Ashfield in said County yeoman Deft in a plea of the Case for that the said Jonathan Sprague at Hadley on the ninth day of Jany Domi 1766 by note of that date for Value received promised the sd Jonathan Warner to pay him three pounds 3/11 lawfull money by the first day of August then next after the date of Date of the said Note with Interest from the Time of payment till paid &c as in the Writt The Pltt appears by Elisha Porter Gent his Attorney and the Deft being three Times publickly called makes defaulte of appearance here Therefore it is considered by the Court that the said Jonathan Warner do recover against the said Jonathan Sprague the sum of £ of lawfull money Damages and Cost of Court taxed at Two pound 3/9 & Three of &c

Idem vs Cook &c No 10

Jonathan Warner of Hadley in the County of Hampshire Trader Pltt vs Joseph Cook yeoman and George Wheeler yeoman both late of Shutesbury in sd County Defts in a plea of the Case for that the said Joseph and George at sd Hadley on the twelfth day of Novr Domi 1765 by their Note of that date for Value received promised the said Jonathan to pay him Thirty five pounds 5/11 lawfull money by the first day of March then next with interest till paid &c as in the Writt — The Pltt appears by Elisha Porter Gent his Attorney and the Defts being three Times publickly called to come into Court make default of appearance here — Therefore it is considered by the Court that the said Jonathan do recover against the said Joseph and George the sum of Twenty one pounds 9/9½ of lawfull money damages & Cost of Court taxed at Two pound 3/2 & Three of &c — Execon Ispd 15th Octo 1767

Idem vs Childs No 11

Jonathan Warner of Hadley in the County of Hampshire Trader Pltt vs Timothy Childs late of Greenfield in said County Gent Deft in a plea of the Case for that the sd Timothy at Hadley on the sixth day of Novr 1765 by his promissory Note of that date for Value rec promised the said Jonathan to pay him four pounds one shilling & seven pence lawfull money by the first day of February then next with Interest from ye time of payment till paid &c as in the Writt &c The Pltt appears by Elisha Porter Gent his Attorney and ye Deft being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Jonathan do recover against ye said Tim four pound 9/11½ of lawfull mony damages & Cost of Court taxed at Two pound 2/10 & Three of &c — Execon is 15th Octo 1767

Benjamin Colt of Hadley in the County of Hampshire yeoman and James Denison Colt late of s^d Hadley yeoman Pltfs vs Joel Kellogg late of Ashfield in the County aforesaid Husbandman Deft in a plea of the Case for that the said Joel at said Hadley on the Twenty seventh day of Octr Anno Dom^i 1766 by his Note of that date for Value received promised the said Benjamin and James Denison to pay them three pounds 2/4 lawfull money by the first of December Dom 1766 with interest till paid &c as in the Writ — The Pltfs appear by Elisha Porter Gent their Attorney and the said Joel being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Benjamin and James Denison do recover against the said Joel the sum of Three pounds 9/11½ of lawfull mony damages and Cost of Court taxed at Two pound 2/10 and thereof they may have their Execution — Execution is 19th Septr 1767

Colt et al vs Kellogg No. 12

Thomas Belding of Wethersfield in the County of Hartford and Colony of Connecticutt Gent Pltf vs Joel Kellogg late of Hadley in said County of Hampshire yeoman Deft in a plea of the Case for that s^d said Joel at a place called Wethersfield Viz at Springfield on the fourteenth day of April Dom^i 1756 by his Note of that date for Value received promised the said Thomas to pay him one pound 14/1 lawfull money on demand with interest till paid &c as in the Writ — The Pltf appears by Elisha Porter Gent^r his Attorney & the said Joel being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Thomas do recover against s^d said Joel the sum of Two pounds 7/3¼ of lawfull money damages and Cost of Court taxed at Two pound 5/10 & thereof &c — Execution is 18th Septr 1767

Belding vs Curdem No. 13

Robert Gilmore of Pelham in the County of Hampshire yeoman Pltf vs Jeremiah Gould late of Shutesbury in said County yeoman Deft in a plea of the Case for that the said Jeremiah at said Shutesbury on the Twenty second day of May Anno Dom^i 1766 by his Note of that date for Value received promised the said Robert to pay him three pounds 6/8 lawfull money within eight months from s^d Date of said Note with interest till paid &c as in the Writ — The Pltf appears by Elisha Porter Gent^r his Attorney and the said Jeremiah being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Robert do recover against the said Jeremiah Two pound 13/11½ of lawfull money damages and Costs of Court taxed at Two pound 3/6 & thereof &c

Gilmore vs Gould No. 14

The Inhabitants of the Town of Hadley in the County of Hampshire one of whom viz one Oliver Wynne Sheriff under Oliver Partridge Esqr Sheriff of said County Pltfs vs Warham Smith of Hadley aforesaid yeoman Deft. In a plea wherein the said Inhabitants demand against the said Warham one certain Peice of Land with the appurtenances lying in said Hadley being part of a high way or Land sequestered for a high way leading from Hadley aforesaid to Amherst in our said County Viz that part of the said Highway

Inhabitants of Hadley vs Smith No. 15

(124)
Inhabitants of Hadley vs Smith

Land sequestered for said high way wch lies South of and next adjoining to that Lott of Land now in the possession of the said Warham which was originally granted by the said Town of Hadley and laid out to one John Ingram Senr on the plain (so called) which is now commonly known and called by ye Name of the said Smiths plain Lott And is described and bound by the following Lines Viz) Beginning at the south West Corner, or Ditch on the south side of the Lott aforesaid thence running south four rods thence running Easterly in a line parrell with the last mentioned Fence or Ditch forty two rods and an half thence running North four rods to the south East corner of the Lott aforesaid & contains one Acre and ten rods and is surrounded on all sides by a Ditch And Whereon the said Inhabitants say that they within twenty years last past in a time of Peace in the Reign of our late Royall Grandfather viz King George the second were seized of the demanded premises in their demesne as of Fee taking the Profits thereof to the Value of Forty shilling by ye year since wch the said Warham has unjustly & without judgment entered thereon and there of Dispeized the said Inhabitants and still unjustly hold them out to the damage of the said Inhabitants Thirty pounds ~ The said Inhabitants appear by Mr Elisha Porter and Simeon Strong Gentlemen their Attornies and the sd Warham by Joseph Hawley Esqr his Attorney comes and defends the force and Injury &c and says that the within Writ is Bad and ought to be Abated because it is no where set forth or averred therein that the within meritioned Demandants have or ever had any right to the Premises demanded against him the said Warham or that they were ever lawfully and of right seized of the same nor is it any where in ye said Writ alledged that any other person was ever lawfully and of right seized of the said premises under whom the said Demandants have any right to claim the same nor is there any thing set forth or alledged in ye said Writ that shews that the said Demandants have any right to recover the said Premises of the said Warham Whereas a rightfull and lawfull Seizin either in themselves or some other person from whom the sd Demandants might lawfully claim the said Premises ought to have been expressly alledged in the Writ all which the said Warham is ready to verify and there of prays judgment and that the Writ may be Abated ~

Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here it appears to ye said Court that the aforesd Writ of the said Inhabitants is good and the same does not abate ~ And the said Warham by his aforesaid Attorney comes and defends the force and says that he is not guilty in manner and form as against him in this Writ is alledged and thereof puts his himself on the Country and the Pltfs likewise) Thereupon the juror at this Term according to the form and Effect of the Statutes in this case provided returned and Impanelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathaniel Peck their foreman delivered their Oath

— Oath that they find for the said Warham Cost of Court — 1825

Inhabitants of Hadley vs Smith

Therefupon it is considered by the Court that the said Warham do recover against the said Inhabitants the sum of £ of lawfull money allowed him with his Assent for his Cost in defending the suit of the said Inhabitants and thereof &c

The said Inhabitants by their aforesaid Attorney Mr. Porter appeal from the judgment of this Court to the Superior Court of judicature to be holden at Springfield on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Inhabitants prosecuting the appeal with effect as by said recognizance on file it appears

Parsons vs Dana

Samuel Parsons of Northampton in the County of Hampshire yeoman Pltf vs Caleb Dana jun^r of Cambridge in the County of Middlesex Trader Deft in a plea of the Case for that whereas the said Caleb on the Twentieth day of May last at Springfield by his note for Value received promised the said Samuel to pay him Thirty Three pounds 10/ lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by Joseph Hawley Esqr his Attorney and the said Caleb being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Samuel do recover against the said Caleb Twenty eight pounds 19/6 of lawfull money damages and Cost of Court taxed at Two pound 5/6 & thereof &c — Execon is 25th Apr^l 1767

Lyman vs Dana

Joseph Lyman of Northampton in the County of Hampshire yeoman Pltf vs Daniel Dana of Cambridge in the County of Middlesex Innholder Deft in a plea of the Case for that whereas the said Daniel on the eighteenth day of March last past at Springfield by his Note of that date for Value received promised the said Joseph to pay to him or order Twenty Two pound 2/ lawfull money on demand &c as in the Writ — The Pltf appears by Joseph Hawley Esqr his Attorney and the s^d Daniel being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Joseph do recover against the said Daniel the sum of seventeen pound 14/ lawfull money damages and Cost of Court taxed at £2 — 5/6 & thereof &c — Execon is 10th Septr 1767

Idem vs Sampson

Joseph Lyman of Northampton in the County of Hampshire yeoman Pltf vs Alexander Sampson of Cambridge in the County of Middlesex yeoman Deft in a plea of the Case for that whereas the said Alexander on the ninth day of June instant at Springfield by his Note for Value rec^d promised the said Joseph to pay him or order fifty one pound lawfull money on demand &c as in the Writ — The Pltf appears by Joseph Hawley Esqr his Attorney and the s^d Alexander being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Joseph do recover against the said Alexander the sum of Fifty one pound of lawfull money damages & Cost of Court taxed at Two pound 4/6 & thereof &c — Execon is 10th Septr 1767

(126)

McDonald vs Brownson 19

Rodrick McDonald of Northampton in ye County of Hampshire Miner Pltf vs Israel Brownson lately of Northampton yeoman Deft In a plea of Trespass on the Case wherein the said Rodrick complains that whereas he the said Rodrick and the said Israel on ye thirteenth day of May last at Northampton aforesaid accounted together of and concerning divers sums of money before that time due to the sd Rodrick from the said Israel and then unpaid and upon such account stated the said Israel was then & there found to be in arrear to the sd Rodrick in the sum of Thirty three pounds 5s/p lawfull money & being so found in Arrear to the said Rodrick faithfully promised that he ye said Israel would truly pay the said sum whenever afterward he should be thereto required &c as in the Writ — The Pltf appears by Joseph Hawley Esqr his Attorney and the said Israel being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said Rodrick do recover against the said Israel thirty three pounds 5s/p of lawfull money Damages & cost of Court taxed at £1.13.2 and true of &c

Execon is 3d Septr 1767

Sanders vs Eundem 20

Robert Sanders of Northampton in ye County of Hampshire Miner Pltf vs Israel Brownson lately of said Northampton yeoman Deft in a plea of Trespass on the Case wherein the said Robert complains that whereas he and the said Israel on the sixth day of June last at Northampton accounted together of & concerning divers sums of money before that time due to the said Robert from the sd Israel and then unpaid & upon such account stated the said Israel was found to be in Arrear to the said Robert £16.19.1 lawfull money and being so found in Arrear in Consideration thereof to the said Robert promised that he the said Israel would pay the said Robert the said sum on demand &c as in the Writ &c The Pltf appears by Joseph Hawley Esqr his Attorney and the said Israel being three times publickly called makes default of appearance Therefore it is considered by the Court that the sd Robert do recover against ye said Israel sixteen pounds 19s/1 of lawfull money damages and Cost of Court taxed at one pound 13s/2 & thereof &c

Execon is 3d Septr 1767

Sharp vs Eundem 21

William Sharp of Northampton in ye County of Hampshire Miner Pltf vs Israel Brownson lately of said Northampton ye yeoman Deft in a plea of Trespass on the Case wherein the said Willm complains & says that whereas he ye said Willm & said Israel on the thirteenth day of May last at said Northampton accounted together of and concerning certain sums of money before that time due to the said Willm from ye said Israel, and then unpaid & upon such account stated the sd Israel was then and there found in Arrear to the sd Willm £25.6.6 lawful money and being so found in Arrear ye sd Israel in Consideration thereof to the said Willm promised that he ye said Israel would pay him ye sd Willm sum on demand &c as in ye Writ — The Pltf appears by Joseph Hawley Esq his Attorney & ye said Israel being three times publickly called makes default of appearance &c Therefore it is considered by the Court that the sd Willm do recover against ye said Israel £25.6.6 lawfull money damages & Cost of Court taxed at £1.3.2 & thereof &c

Execon is 3d Septr 1767

(127)

John Scott and Moses Gill both of Boston in the County of Suffolk Merchants Pltfs vs Daniel Nash lately of Greenfield in the County of Hampshire Blacksmith Deft in a plea of the Case for that whereas the said Nash on the Thirty first day of May Domi 1763 at Springfield by his Note for Value received promised the said Scott and Gill to pay them or order thirteen pound 14 s 4 d lawfull money within six months from the Thirty first day of May and in Case of nonpay=ment within the said six months the lawfull interest of the said sum from the End of said six months till paid &c as in the Writ — The Pltfs appear by Joseph Hawley Esq r their Attorney and the sd Nash being three Times publickly called makes default of appearance — Therefore it is considered by the Court that the said Scott & Gill do recover against the said Nash the sum of Fifteen pound 19 s 5 d ½ of lawfull money damages & Cost of Court taxed at £3 . 0 . 6 & thereof &c — Exd 9th Dec 1767

Scott et Als vs Nash

22

William Hyslop of Boston in the County of Suffolk Esq r Pltff vs Moses Billing yeoman Samuel Blodget Physician & Joseph Bodman yeoman all lately of Sunderland in the County of Hampshire Defts In a plea that the said Moses Samuel & Joseph render to the said Willm Two Hundred and eight pounds lawfull money which they owe to him and from him unjustly detain and whereupon the said Willm complains that whereas they the said Moses Samll & Joseph on the six=teenth day of Septr Anno Domi 1762 at Springfield by their Bond in dated the day & year last aforesaid in ~~the~~ Court to be produced bound them=selves by the Names of Moses Billing yeoman Samll Blodget Physician and Joseph Bodman yeoman all of Sunderland aforesaid to the said William in the sum of Two Hundred and eight pounds to be paid to the said William whenever afterwards they should be required &c as in the Writ — The Pltff appears by Joseph Hawley Esq r his Attorney and the Defts being three times publickly called make default of appearance here — Therefore it is considered by the Court that the said William do recover against the said Moses, Samuel and Joseph the sum of Eighty Eight pound 19 s 5 d ½ of lawfull money ~~debtis~~ and Cost of Court taxed at £3 . 1 . 6 & thereof &c — Exd 17th Dec 1767

Hyslop Esq vs Billing &c

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William Hyslop of Brookline Esq r and Jona Mason of Boston in Brazer both in the County of Suffolk Pltfs vs Azariah Cooley of Brim=field in the County of Hampshire Gentleman Deft in a plea where=in the said Willm and Jona demand against the said Azariah the messuage and the several Peices of Land herein afterwmentioned and described with the Appurtenances that is to say one messuage and about Fifty Acres of Land adjoining thereto and situate and being in Brimfield aforesaid the said Messuage and adjoining Land are described & included ~~in~~ within the Lines & Boundaries following to wit The first line begins on the southerly side of a Highway that turns westerly from the Meeting in said Brimfield at a station whereof the twenty fifth day of March Dmi 1760

Hyslop Esq &c vs Cooley

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Hyslop Ex. vs Cooley

stood a stake marked on the Northerly side thereof H.W and on the Easterly side E.F and runs from thence South twenty nine degrees Thirty Minutes West one Hundred and sixty rods to a station whereon the Twenty fifth day of March aforesaid stood a Stake marked E.F & with stones about it thence the next Line runs East six Degs South Forty ~~Lines from thence South twenty nine degrees Thirty & Minutes West~~ seven rods Twenty one Links thence the next Line runs East 29 Degrees South Forty seven rods whereon the said Twenty fifth day of March stood a stake and Stones from thence to the first Station w Eastern Boundary is the Westerly Line of a Home Lot in Brimfield aforesaid which on the Twenty fifth day of March aforesaid was owned by one Foote Also one other Tract of Land in Brimfield aforesaid containing Twenty acres being the Easterly part of the first Division Lott laid out upon Seth Dwights Right the first of the lines about the said Tract begins at the North Easterly Corner of the said Lott and runs South Thirty degrees West eighty six rods to a heap of stones thence the next line runs West Forty Degrees North thirty nine rods thence the next line runs North thirty degrees East about eighty two rods to the south Line of a Tract of Land wch on the said Twenty fifth day of March was owned by Eleazer Foote thence the East line runs a straight Course to the first Station Also one other Tract of Land in Brimfield aforesaid in Quantity about Fifty Acres and is the North Part of the first division Lott Originally laid to Nathan Collins Right the first of the Lines surrounding the said Tract begins at the North Easterly Corner of the said Lot and runs West Twelve degs North one Hundred and Forty rods Thence the next line runs South Twelve degrees West Fifty seven rods and four Links thence w next Line runs East Twelve Degrees South one Hundred and Forty rods ~ thence the next Line runs North Twelve degrees East Fifty seven rods & four links to the first Station Also one other Tract of land in Brimfield aforesaid being in Quantity about seventy five Acres and ~ Bounded North on Land that on the said Twenty fifth day of March was owned by Thomas Ellingwood Southerly partly on Land Originally Laid out to Nathan Collins and partly on Land which on the said Twenty fifth day of March lay in Common and Easterly & Westerly on Land which on the said Twenty fifth day of March lay in common ~ all which Land & Tenements the said William and Jonathan ~~claim~~ Lem and ~~the Therm~~ and claim as their right of inheritance of all which demanded Premises the said Azariah unjustly and without judgment has dis=seized the said William and Jonathan within Thirty years now last past and whereupon the said William and Jonathan say that within Thirty years now last past they were seized of the said demanded Premises with the appurtenances in their Demesne as of Fee & right in time of Peace in the time of our Leign by taking the Profits thereof to the Value of Twenty five pound by the year and of all which demanded premises the said Azariah hath since unjustly & without Judgment Disseized the said William and Jonathan and the of

Deforcement and there of the said William & Jonathan bring this Suit The aforesaid Dispeizin and Deforcement is to the damage of the said William and Jonathan one Hundred Pounds — The Pltfs appear by Joseph Hawley Esq their Attorney and the said Azariah being three Times publickly called makes default of appearance here therefore it is considered by the Court that the said William and Jonathan do recover against the said Azariah the Sum of £200 — 2 — 5 — 1 of lawfull money Damages and Cost of Court taxed at £2 — 7 — 10 to be paid within two months or Execon may go for ye Lands &c demanded — Execon of Seisin & Delivery is 25th Mar 1766

(12d) Hyslop Esq vs Cooley

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Ebenezer Trusdell late of Chesterfield in said County yeoman Deft in a plea of Trespass on the Case for that the said Ebenezer at Springfield on the second day of October Anno Dom 1764 by his promissory Note of that date for Value rec'd promised the said Nathaniel to pay him two pound 3/ lawfull money within one year from the date of said Note with Interest from the first of May then next until paid &c as in the Writ — The Pltf appears by Joseph Hawley Esq his Attorney and the said Ebenezer being three Times publickly called makes default of appearance here — Therefore it is considered by ye Court that the said Nathaniel do recover against the sd Ebenezer Two pound 9/ 0 p. of lawfull money Damages and Cost of Court taxed at one pound 15/6 & thereof he may have his Execon — Execon is 13th Nov 1767

Phelps vs Trusdell 25

Noah Allin of Greenfield in the County of Hampshire yeoman Pltf vs Daniel Whipple of Montague in said County yeoman Deft in a plea of the Case for that whereas the said Daniel on the last day of July last at Springfield Owing the said Noah Twenty two pound four Shillings and eight pence lawfull money for the several Articles in the Account hereunto (to wit to ye Writ) Annexed then & there in Consideration thereof promised the said Noah to pay to him the said Sum which he owed as aforesaid when he should afterwards be thereto required Yet the said Daniel tho' often required has not paid the said sum to the said Noah But he wholly denies to do it — To the damage of sd Noah Twenty six pounds The beforenamed Parties come into Court & refer this Case to the final Determination and Award of Joseph Root of Montague aforesaid Gentleman and David Field and Salah Barnard both of Deerfield Gentlemen or any two of them Arbitrators mutually Elected by the said Parties to be made upon the Premises and returned into Court as soon as may and the Case with the proceedings of the Parties therein is continued until ye Next Term of ye Court

Allin vs Whipple 26

John Hancock of Boston Esq and William Hyslop of Brookline Esq both in the County of Suffolk Pltfs vs Ebenezer Day of Springfield in the County of Hampshire yeoman Deft in a plea of the Case for that Whereas the said Ebenezer on the Eleventh day August 1766 at Springfield by his Note for Value received promised the said John and William to pay five pound 19/8 lawfull money on Demand &c as in the Writ — The

Hancock & al vs Day 27

Hancock & al vs Day — The Pltfs appear by Joseph Hawley Esq their Attorney and the said Eleazer being three Times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said John and William do recover against the said Eleazer the sum of Six pound 7/3½ of lawfull money Damages and Cost of Court taxed at Two pound 15/2. and thereof they may have their Execon — Execon is 7th Dec 1767

Phelps vs Birge — 20 — Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs John Birge of Deerfield in the County aforesaid Hatter Deft in a plea of the Case for that the said John at Springfield on the Twenty eighth day of August 1764 by his Note of that Date for Value received promised the said Nathaniel to pay him four pounds 10/ lawfull money within eight months from the date of said Note and with interest till paid &c as in the Writ — The Pltf appears by Joseph Hawley Esq his Attorney and the said John being three Times publickly called makes default of appearance here. Therefore it is considered by the Court that the said Nathaniel do recover against the said John five pounds 13/13¾ of lawfull money Damages and Cost of Court taxed at one pound 18/ thereof &c. Execon is 13th Nov 1767

Barnard & al vs Snead & al — 29 — Samuel Barnard yeoman and Salah Barnard Esq both of Deerfield in the County of Hampshire Executors of the last Will & Testament of Ebenezer Barnard late of Deerfield aforesaid Clothier Decd Pltfs vs Ebenezer Snead Gentn and David Snead yeoman both of Greenfield in the County aforesaid in Attca that the said Ebenezer Snead and David render to the said Samuel and Salah Eighty five pounds lawfull money which they unjustly detain from them for this to wit that whereas the said Ebenezer Snead and David Snead on the Tenth day of April Anno Domi 1764 at Springfield by their Bond to be produced in Court bound themselves to the said Ebenezer Barnard in the sum of Eighty five pounds to be paid to him the said Ebenezer Barnard whenever afterwards they should be thereto required &c as in the Writ — The Pltfs appear by Joseph Hawley Esq their Attn and the Defts being three times publickly called make default of appearance here — Therefore it is considered by the Court yt ye Pltfs do recover against ye Defts £54 — 16 — (lawfull money debt) and Costs of Court taxed at £2 — 2 — 8 & thereof &c Execon is 7th Oct 1767

Phelps vs Pomeroy — 30 — Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Abner Pomeroy of Southampton in the County aforesaid Husbandman Deft in a plea of the Case for that the said Abner at Springfield on ye nineteenth day of March anno Domi 1766 by his promissory Note of that date for Value rec promised ye sd Nathll to pay him or his order four pounds 10/ lawfull money on demand &c as in the Writ — The Pltf appears by Joseph Hawley Esq his Attorney and the said Abner being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Nathll do recover against the said Abner ye sum of five pounds 6/8 of lawfull money Damages and Cost of Court taxed at one Pound 13/2 and the wd he may have his Execon — Execon is 13th Nov 1767

Marsh et al vs Spooner 31

Amos Marsh of Warwick in the County of Hampshire yeoman Solomon Emmons of Windsor in the County of Cumberland and province of New York yeoman and May his Wife late Mary Marsh John Goodale of Brookfield in the County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his Wife late Patience Marsh Adoniram Bartlet of said Brookfield yeoman and Meriam his Wife late Meriam Marsh and Samuel Marsh of said Brookfield yeoman which said Solomon John Henry and Adoniram sue in right of their wives Plts vs Ebenezer Spooner of Ware in the County of Hampshire yeoman Deft in a plea of Ejectment wherein they demand against the said Ebenezer Spooner one Messuage & two Hundred and Seventy five Acres of Land lying in said Ware bounds as follows (Viz) at the South East corner on Land of Thomas Denmoe and thence running West to land of Thomas Marsh & bounding south on Land of Samuel Sherman and from the south west corner being a heap of Stones running North by Thomas Marsh Land to the North West Corner which is the South East corner of Judah Marshs Land there Thence North Thirty two Degrees East to the Line of the Town of Hardwick thence bounding on said Line and running to the Land of Jeremiah Anderson and from thence to the first station with the appurtenances as the right of the said Amos Mary Eunice Patience and Meriam and Samuel & whereof Joseph Dwight late of Great Barington in the County of Berkshire Esqr unjustly and without judgment disseized the said Amos Mary Eunice Patience Meriam and Samuel the Plts and into which the said Ebenezer had no entry but by Joseph Brooks to whom the said Joseph Dwight demised the same within Thirty Years last past, & Whereupon they the said Amos Mary Eunice Patience Meriam and Samuel say that within thirty years last past in a peaceable time they were seized there of in their own right as of their inheritance and right taking the Profits there of to the value ~~xxxxx~~ of seven pounds a year and into which the said Ebenezer Spooner had no entry but by the said Joseph Brooks to whom the said Joseph Dwight demised the same as afores^d Who unjustly and without judgment Disseized the said Amos Mary Eunice Patience Meriam and Samuel ~~and~~ thereof and the said Ebenezer yet deforceth and unjustly holds the Plts out thereof To the damage of the said Amos Solomon & Mary John and Eunice Henry and Patience Adoniram & Meriam and Samuel lying as aforesaid the sum of one Hundred pounds. The said Plts come here by John Worthington Esqr their Attorney and the said Eben^r Spooner by Simeon Strong Gent^n his Attorney comes into Court and prays leave to imparl to the next Term of this Honble Court if he may Vouch to warrant the demanded Premises the Heirs of Joseph Dwight late of Great Barington in the County of Berkshire Esqr Dec^d whose Deed with Warantee he has and under whom he holds the same Therefore it is considered by the Court that the Case be continued untill the Next Term and the Parties have a further day accordingly

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Williams vs Smith — 32

Elijah Williams of Deerfield in the County of Hampshire Esqr Pltf vs Moses Smith late of Ashfield now resides at South Hadley in said County yeoman Deft in a plea of the Case for that the said Moses at sd Deerfield on the Twenty first day of july Domi 1764 by his Note of that date for Value recd promised the said Elijah to pay him or his order Three pounds 5/0 lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by Elijah Williams junr Gentn his Attorney and the said Moses being three Times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that the said Elijah the Plaintiff do recover against the said Moses the Sum of three pounds 1/10½ of lawfull money damages & Cost of Court taxed at one pound 16/3 & thereof &c — Execon issd 14th Septr 1767

Idem vs Batchellor — 33

Elijah Williams of Deerfield in the County of Hampshire Esqr Pltf vs Samuel Batchellor of Ashfield in ye County aforesaid yeoman Deft in a plea of Trespass on the Case for that the said Samuel at Deerfield on the Sixteenth day of jany Domi 1767 by his promissory Note of that date for value recived promised the said Elijah to pay him three pounds 10/ by the first day of April then next &c as in the Writ — The Pltf appears by Elijah Williams Junr Gentleman his Attorney and the said Samuel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Elijah the Pltf do recover against the sd Samuel the Sum of three pounds 11/0¾ of lawfull money damages and Cost of Court taxed at Two pounds 11 & thereof he may have his Execon — Execon issd 14th Septr 1767

Warner vs Kellogg — 34

Oliver Warner of Hadley in the County of Hampshire yeoman Pltf vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Joel at Hadley on the Twenty second day of April last past by his Note of that Date for Value recd promised ye said Oliver to pay him or his order Two pound 10/0 lawfull money on Demand with interest till paid &c as in ye Writ — The Pltf appears by John Chester Williams Gent his Attorney and the said Joel being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Oliver do recover against the sd Joel Two pounds 11/11 of lawfull money damages & Cost of Court taxed at 1 pound 12/10 & thereof &c — Execon issd 16th Septr 1767

Warner vs Burt — 35

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltf vs Joseph Burt of Springfield in sd County yeoman Deft in a plea of the Case for that ye sd Joseph at Springfield on ye Twenty fourth day of August AD 1766 by his Note of ye Date for Value recd promised ye sd Jonathan to pay him or his order £2 14s 6d lawfull money on demand and also by his other Note of that date for Value received promised ye sd Jonathan to pay him one other sum of eight shillings & fourpence of like money on demand &c as in the Writ — The Pltf appears by John Chester Williams Gentleman his Attorney and the said Joseph being three Times publickly called makes default of appearance here — Therefore it is considered by ye Court that the said Jonathan do recover against the sd Joseph three pounds 13/2 of lawfull money damages & Cost of Court taxed at one pound 7/0 & thereof &c — Execon issd 13th October 1767

Field Esq vs Woods 36

Seth Field of Northfield in the County of Hampshire Esq Pltf vs Charles Woods of Warwick within ye County aforesaid yeoman Deft in a plea of the Case for that said Charles at said Northfield on the second day of August Dom 1763 by his Note of that Date for Value rec promised said Seth to pay him Two pounds 7/6 on demand &c as in ye Writ The Pltf appears in his own proper Person and the said Charles being three Times publickly called makes default of appearance Therefore it is considered by the Court that the said Seth doreco=ver against the said Charles Two pound 7/6 of lawfull money damages and Cost of Court taxed at £2 1s 1d & thereof he may have Ex

Dickinson vs Lewkras 37

Obadiah Dickinson of Hatfield in the County of Hamp=shire Gentn Pltf vs Andrew Lewkras of Colrain in ye County aforesaid yeoman Deft in a plea of the Case for that said Andrew at Hatfield on the twenty fourth day of July Dom 1766 by his Note of that date for Value rec promised said Obadiah to pay him or his order Thirteen pounds lawfull money on Demand with Interest till paid &c as in ye Writ — The Pltf appears by Thomas Bridgman Gentn his Attn and the said Andrew being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court yt the said Obadiah doe cover against ye Sd Andrew thirteen pounds 7/1½ of lawfull money damages & Cost of Court taxed at £2 1s 7d & thereof &c Execon is 15th Octr 1767

Idem vs Smith 38

Obadiah Dickinson of Hatfield in the County of Hampshire Gentn Pltf vs Moses Smith of South Hadley in the County aforesaid yeoman Deft in a plea of the Case for that the said Moses at Hatfield on the thirteenth day of Octr Dom 1764 by his Note of that date for Value rec promised the Sd Obadiah to pay him or his order seven pounds 15/ lawfull money on demand &c And also for that the said Moses at Hatfield aforesaid on ye Twenty eigthth day of Octr Dom 1765 by his other Note of that Date for Value rec promised the said Obadiah to pay him or his order one other sum of one pound 1/9 lawfull money on Demand &c as in the Writ — The Pltf appears by Thomas Bridgman Gentn his Attn and the said Moses being three Times publickly called makes default of appearance here — Therefore it is considered by ye Court that ye Pltf do recover against ye Sd Deft Ten pound 5/7¼ of lawfull mony damages & cost of Court taxed at £1 1s 10d 1 & thereof &c Execon is 15th Octr 1767

Ellis vs Kingsley 39

Richard Ellis of Colrain in ye County of Hampshire yeoman Pltf vs John Kinsley of Charlemont in said County yeoman Deft in a plea of the Case for ye sd John at Springfield on ye 11th day of July A D 1766 by his Note of that Date for Value rec promised ye sd Richard to pay him Four pound 2/ lawfull mony on Demand with Interest till paid &c as in the Writ — The Pltf appears by Ebenezer Williams Esqr his Attn and the said John Kingsley being three Times publickly called makes default of apearance in Court — Therefore it is considered by the Court that ye said Richard doe cover against the said John Kingsley the Sum of Four pound 7/6¼ of lawfull mony damages and Cost of Court taxed at £1 1s 1 & thereof &c Execon is 5th Octr 1767

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Mace vs Rogers } £40

Jonas Mace of Monson in the County of Hampshire Pltff vs Nathaniel Rodgers of Monson aforesaid yeoman Deft in the Plea of the Case for that the said Nathaniel Rodgers at Springfield on the twentieth day of March Dom 1766 by his Note of that date for Value recived promised the said Jonas to pay him or order the sum of Eight pound 2/10/h on Demand with interest till paid Yet the said Nathaniel Rodgers tho often requested has never paid said said sum But unjustly neglects to do it To the Damage of the said Jonas Sixteen pounds The Pltff appears in his own person And ~~the said~~ Nathaniel Rogers of Monson in the County of Hampshire yeoman whose Estate was attached in the savile of the within Writ and a summons giving him for his Appearance at Court to Answer the within Suit by Moses Phillips Gent. his Attorney comes and defends the force and injury and pleads that he ought not to be charged by force & Virtue of that Writ because he says that he is named & called Nathaniel Rogers & by that Name & Surname hath always from the time of his Nativity hitherto been called & named without that he is named or called Nath.ll Rodgers as by the aforesaid Writ of said Jonas Mace it is within supposed or by that name and Surname was ever ~~named~~ called or known All which he the said Nathaniel is ready to verify Wherefore he prays judgment of the said Writ that the same may be abated and that he may be acquit=ed and discharged therefrom and dismissed at large — Whereupon the premises being seen and fully understood by the Court of the Lord King now here it appears to the said Court that the aforesaid Writ is bad and therefore ~~does abate~~ is abated And likewise it is considered by the said Court that the said Nathaniel do recover against the said Jonas the Sum of 16/8 of lawfull money allowed him with his assent for his Costs in defending the suit of the said Jonas and thereof he may have his Exec.

Cutler vs Summer } £1

Hezekiah Cutler of Killingly in the County of Windham and Colony of Connecticutt yeoman Pltff vs Thomas Summer of Shutesbury in the County of Hampshire yeoman Deft in a plea of the Case for that the said Thomas at Springfield on the Twenty fourth day of August Dom 1763 by his Note of hand of that date for Value recived promised the said Hezekiah to pay him the Sum of Twenty pounds lawfull money by the first day of January next after the date of said Note Yet the said Thomas tho often requested has never paid said Sum to the said Hezekiah But unjustly neglects to do it To the Damage of the said Hezekiah fifteen pounds. The Pltff appears by Timothy Danielson Gentleman his Attorney and the said Thomas by Joseph Worthington Esq his Attorney comes and defends &c and says that he never promised the Pltff in manner and Form as he has within declared and thereof puts himself on the Country And the Pltff likewise — Thereupon the jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled being sworn

Cutler vs Sumner

Demanded likewise come here Who to say the truth concerning the premises being duly sworn by Mr Nathaniel Fish their Foreman declare upon their Oath that they find for the Deft his Costs of Court — Therefore it is considered by the Court that the said Thomas do recover against the said Hezekiah the sum of three pounds 9/10 of lawfull money allowed him with his absent for his Cost in defending the suit of the said Hezekiah an thereof — The said Hezekiah by his aforesaid Attorney appeals from the judgment of this Court to the superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said Hezekiah's prosecuting the appeal with effect as by sd Recognizance on File it appears

Danielson vs Burk

42

Nathaniel Danielson of Brimfield in the County of Hampshire yeoman Pltf vs Jonathan Burk of South Brimfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Jonathan at said Brimfield on the third day of August current by his Note of that date for Value received promised the said Nathaniel to pay him fourteen pounds ~~Pl~~ 13/0 lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by Timothy Danielson Genr his Attorney and the said Jonathan being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said Nathaniel do recover against the said Jonathan fourteen pounds 14/10¾ of lawfull money Damages and Cost of Court taxed at one pound 13/10 and thereof he may have Execon

Execon Iss d 24th Septr — 1767

Sweney Admx vs Foot

43

Isaac Moor of Westfield in the County of Hampshire yeoman & Abigail Moor his Wife who was lately Abigail Sweney of Simsbury in the County of Hartford and Colony of Connecticutt Widow Administratrix of all & singular the goods and Cattels Rights, Credits & Estate of Benjamin Sweney late of ye same Simsbury yeoman her late husband Ded intestate Pltf vs Daniel Foot of a place known & called by the Name of Ashuebot Equivelant in the County of Berkshire Yeoman Deft In a plea of Trespass upon ye Case for that the said Daniel Foot at Springfield on the last day of May Dom 1762 being justly indebted to the said Benjamin Sweney in his Life time in the Sum of three pounds 14/10 lawfull money for sundry days Labour and Combing Wool there before that Time done & performed by the said Benjamin in his Life Time according to the Art hereto annexed & then and there in Consideration thereof the sd Daniel assumed on himself and faithfully promised the said Benjamin when living to pay him the same on Demand. And also whereas at Springfield on the same last day of May aforesaid in ye Year Dom 1762 in Consideration that ye aforesaid Benjamin Sweney in his Life at the Special Instance and Request of the said Daniel had done & performed

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Goodrich vs Foot

— Certain other twenty four days work & combing for the said Daniel the said Daniel did then and there assume & promise unto the said Benjamin in his Life time faithfully promised that he the said Daniel would also well faithfully pay and satisfy to the said Benjamin so much money for the said last mentioned twenty four days and an half labour & combing as the same was reasonably worth at ye time aforesaid when he the said Daniel should be thereto required and the said Isaac and Abigail in fact say that the aforesaid last mentioned twenty four days and an half labour and combing was worth at Springfield aforesaid other three pounds 14/ lawfull money whereof the said Benjamin in his life time then and there gave Notice to the said Daniel yet the said Daniel not regarding either of his said promises and assumptions aforesaid tho often thereto requested by ye Benjamin in his life time he the said Daniel did not perform either of his said promises to the said Benjamin while he lived Neither hath he the said Daniel since ye intestates death performed either of his said promises to the said Isaac and Abigail or to either of them, tho' ye said Daniel hath been often thereto required But he still neglects to perform either thereof To the Damage of ye Isaac & Abigail in said Capacity six pounds The before named Parties come here by their respective Attorneys Viz) the Pltf by John Phelps Gent. and the Deft by John Morse yeoman and agree to refer this Case to the final determination and award of John Mosely Gent. Elisha Parks Gent. & Samuel Noble yeoman all of Westfield aforesaid or any two of them (Arbitrators mutually chosen by the Parties) to be made upon the Premises and returned into this Court as soon as may be & the Case with the proceedings of ye Parties therein is continued until the next Term of this Court.

Field vs Severance 44

David Field of Deerfield in the County of Hampshire Gent. Pltf vs John Severance of Bernardston in ye County aforesaid yeoman Deft In a plea of the Case for that the said John at Deerfield aforesaid on ye seventh day of July Anno Dom. 1764 by his Note of that date for Value rec. promised said David to pay him four pounds 4/3 in one year from ye Date of said Note with Interest till paid And for that said John at said Deerfield on ye aforesaid seventh day of July by his other note of that date for Value rec. promised said David to pay him one other sum of Two pounds 19/5 on Demand with Interest &c as in ye Writ — The Pltf appears by Samuel Field Gent. his Attorney and ye said John being three times publickly called makes default of appearance here Wherefore it is considered by ye Court that the said David do recover against the said John ye Sum of Eight pound 18/7½ of lawfull money damages and Cost of Court taxed at two pounds 0/1 & thereof &c — Execution ist 28th Nov. 1767

Merrill vs Scott 45

David Field of Deerfield in ye County of Hampshire Gent. Pltf vs Moses Scott of Bernardston in ye County of Hampshire yeoman Deft In a plea of the Case for that said Moses on ye twenty fourth day of July Anno Dom. 1766 at Deerfield aforesaid by his Note of that date for Value received

money

= Promised said David to pay him or his Order Nine pounds 0/11½ of lawfull money on demand with interest till paid &c as in ye Writ The Pltt appears by Samuel Field Gentlm his Attr and the said Moses being three Times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye said David do recover against the said Moses Eleven pounds 3/2 of lawfull money Damages and Cost of Court taxed at one pound 19/9 & thereof &c

Field vs Scott

Execon is 20th Novr 1769

Thomas Nichols of Charlemont in ye County of Hampshire yeoman Pltt vs Samuel Montague of Sunderland in ye County aforesd yeoman Deft In a plea of the Case for that said Samuel on the first Day of June Anno Domi 1762 at Springfield by his promissary Note of that date for Value received promised the said Thomas to pay him three pounds 1/ on demand with interest &c as in the Writ — The Pltt appears by Samuel Field Gentleman his Attorney and the said Samuel Montague being three Times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said Thomas do recover against the said Samuel £3..16..5½ of lawfull money damages & Cost of Court taxed at £2..0..10 & thereof &c

Nichols vs Montague 46

Execon is 17th Novr 1769

David Field of Deerfield in the County of Hampshire Gentlm Pltt vs Joel Kellogg of Ashfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Joel on the sixth day of August anno Domi 1761 at Deerfield aforesaid by his Note of that date for Value recd promised David to pay him or order Two pounds 9/6 lawfull money on Demand with Interest till paid &c as in ye Writ The Pltt appears by Samuel Field Gentlm his Attorney and the said Joel being three Times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said David do recover against the said Joel Two pounds 9/0½ of lawfull money damages and Cost of Court taxed at one pound 19/1 & thereof &c — — — Execon is

Field vs Kellogg 47

Joseph Mitchel of Deerfield in ye County of Hampshire yeoman Pltt vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that said Joel on the twenty third day of February Anno Domi 1767 at Deerfield aforesaid by his Note of that date for Value received promised said Joseph to pay him the sum of Eight pound on or before ye first day of May then next and if not paid by said first day of May then to pay interest for the same until paid &c as in the Writ The Pltt appears by Samuel Field Gentleman his Attorney and the said Joel being three times publickly called makes default of appearance here Therefore it is considered by the Court that the said Joseph do recover against the said Joel Eight pounds 3/2¾ of lawfull money damage and Cost of Court taxed at one pound 19/1 & thereof &c — — — Execon is 22 Febry 1769

Mitchel vs Eundem 48

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Field vs Smith

49

David Field of Deerfield in the County of Hampshire Gentn Pltff vs Moses Smith of South Hadley in ye County aforesaid yeoman deft in a plea of the Case for that said Moses at on the fourth day of Decemr Anno Domi 1763 at Deerfield aforesaid by his Note of that date for Value received promised the said David to pay him or his order four pounds Ten shillings on demand with interest &c And also for that said Moses on ye Ninth day of July Anno Domi 1764 at said Deerfield by his other Note of that date for Value recd promised ye said David to pay him one other sum of one pound 7/3 on demand with interest &c And also for that said Moses on the last day of July last at Deerfield aforesaid was justly indebted to the said David in one other sum of Two pounds 0/4 on account according to the Account hereto annexed and the said Moses in Consideration thereof promised the said David to pay him ye same on demand &c as in the Writ — The Pltff appears by Samuel Field Gentn his Attorney and ye said Moses being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the said David do recover against the said Moses nine pounds & two farthings of lawfull money damages and Cost of Court taxed at one pound 14/7 & therefor &c — Execn is 20th Nov 1767

Ely &c vs Snow

50

John Ely yeoman and Justin Ely Gentleman both of Springfield in ye County of Hampshire Pltfs in Jabez Snow of Springfield aforesaid yeoman deft in plea of the Case for that said Jabez at said Springfield on the Twenty sixth day of Octo Anno Domi 1763 by his promissory Note in writing under his hand of that date for Value there received promised the said John and Justin to pay them nineteen pounds 3/ within two years from the date of said Note with use (meaning lawfull interest) for the same untill paid also for that said Jabez at said Springfield on the twenty sixth day of May Anno Domi 1766 by one other Note of that date for Value received promised the said John and Justin to pay them Twelve pounds in a year from the date of said Note with interest from the date thereof — Yet the said Jabez tho' often thereto requested hath never fulfilled either of his said Promises to ye Pltfs or either of them But unjustly neglects it and ye said Jabez hath absconded and withdrawn himself out of this Province into parts to the Complainants unknown and so secreted himself and his Goods and Estate that neither of them can be come at to be attached to the damage of the said John and Justin the sum of Thirty five pounds — And the said Justin Attorney for himself and the said John comes into Court And Ebenezer Jones of said Springfield yeoman Agent and Trustee of the said Jabez aforenamed who was summoned to appear in Court And now the said Ebenezer Jones upon bringing into Court a schedule of ye Articles and Effects of ye said Jabez being examined on Oath declares that he has in his hands only 7 pounds of ye Effects of the said Jabez — Therefore According to the form & effect of ye Statutes in this Case provided it is ordered that the case be continued until ye next Term

(139)

Miller vs Chapin 51

Thomas Miller Senior of Springfield in the County of Hampshire yeoman Pltt vs Stephen Chapin of South Hadley in said County yeoman Deft In a plea of the Case for that said Stephen at sd Springfield on the Nineteenth day of May Dom: 1750 by his promisory note of that date for Value rec: promised sd Said Thomas to pay him four pounds 16/ at or before the first day of Oct: then next with interest till paid &c as in sd Writ The Pltt appears by Justin Ely his Attorney and and the said Stephen being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said ~~Nathan~~ Thomas do recover against the said Stephen the Sum of five pound 15/ 10 3/4 of lawfull money damages and Cost of Court taxed at £1 : 12 : 7 & thereof he may have his Execon is 20th Nov 1767

Ashley vs Alvord 52

Moses Ashley of a place called Number three in the County of Hampshire yeoman Pltt vs Nathan Alvord of South Hadley in sd County yeoman Deft in a plea of the Case for that said Nathan at Springfield on the first day of July Dom: 1765 by his promisory Note in writing under his hand of that date for Value rec: promised the Pltt to pay him four pounds 0/ within one year from sd Date with Interest &c as in the Writ: The Pltt appeard by Justin Ely Gent: his Attorney and the said Nathan being three Times publickly called makes default of appearance here: Therefore it is considered by the Court that the said Moses do recover against the said Nathan three pounds 12/ of lawfull money damages and Cost of Court taxed at two pound 3/10 & thereof &c Execon ffd 16th Nov 1767

Phillips vs Mixer 53

Simeon Phillips of Springfield in the County of Hampshire yeoman Pltt vs John Mixer of said Springfield yeoman deft In a plea of the Case for that said John at said Springfield on the first day of this instant August being justly indebted to the said Simeon the sum of forty pounds lawfull money for divers Services Labour and Provisions performed laid out and expended for the use of the said John at his special Instance and Request in Consideration thereof said John then and there promised said Simeon to pay him the same Sum on demand Also for that whereas afterwards Viz, the day and year aforesaid at sd Springfield in Consideration that the said Simeon before that Time at sd the special instance and request of the said John had found and provided for the said John sufficient Victuals and Clothing for the said John for a long Time then past Viz, for the space of eight years then last past and had taken Care of the said John being aged and infirm for the above said length of time, and had done and performed during said Time divers services and Labour for the said John and he the said John in Consideration thereof then and there undertook & faithfully promised the said Simeon that he the said John would well and truly pay the said Simeon all that he reasonably deserved to have of sd said John for said support and Labour so found and performed for sd said John as above whenever afterwards he should be thereto required and the said Simeon in Fact says that he reasonably deserved to have of sd

[40]

Phillips vs Mixer

— John therefor another sum of Forty pounds lawfull money, of which Dft John instantly had notice from the said Simeon Also for that whereas the said John afterwards (that is to say the same day and year at said Springfield was indebted to the said Simeon in ye further sum of Forty pounds for ye like sum of money laid out and expended by the said Simeon before that time at the special instance and request of the said John for and to the use of the said John and being so indebted the said John then & there in Consideration thereof undertook and promised the said Simeon yt he would pay him the sum of Forty pounds whenever after he should be thereto required Nevertheless the said John not regarding his said several Promises and undertakings made in manner as above But contriving and fraudulently intending craftily and suttilly to deceive and defraud the said Simeon in this particular hath not paid ye said several sums aforesaid nor any part thereof to the said Simeon nor in any manner however made him Satisfaction for the same Altho thesd John hath been thereto required by the said Simeon Viz) on the same first day of August and at divers Times afterwards But he the said John hitherto hath & still doth neglect and refuse to do it — To the damage of the said Simeon Forty Pounds — The Above named Parties come into Court by their Respective Attornies and refer the Case and all demands subsisting between the said Parties at law or in Equity to ye final Determination and Award of Benjamin Day Gent Deacon Nathaniel Brewer and Deacon John Leonard all of the sd Springfield or any two of them (Arbitrators mutually chosen by the said Parties) to be made upon the Premises and returned into Court so soon as may be and the Case is continued with the proceedings of the Parties therein until the next Term of this Court.

Southwell vs Spring

54 —

Ebenezer Southwell of Suffield in the County of Hampshire yeoman Pltff vs Nathaniel Spring late of Simsbury in the County of Hartford and Colony of Connecticutt Carpenter Deft In plea of the Case for that the said Nathaniel at Springfield on the Twentyseventh day of October Anno Domi 1763 by his Note of that date for Value received promised the said Ebenezer to pay him Three pounds of money on demand with interest till paid And also for that the said Nathaniel at said Springfield on the last day of Jany Anno Domi 1767 being justly indebted to the said Ebenezer in the sum of twenty shillings & three pence lawfull money for sundry pair of Shoes and mending Shoes according to the Account hereto annexed and then and there in Consideration thereof the said Nathaniel promised the said Ebenezer to pay him ye sum last mentioned on demand &c as in the Writ — The Pltff appeared by John Phelps Genlm his Attorney and the said Nathaniel being three Times publickly called makes default & appeared not here Therefore it is considered by the Court that the sd Ebenezer do recover against the sd Nathaniel four pound 3/0½ of lawfull money damages and Cost of Court taxed at two pound 3/6 & thereof &c

Exeter id 24th Septr 1765

(Wit)

Bethesda Sacket Widow and Justus Sacket yeoman both of Westfield in the County of Hampshire Exectors of ye last will & testament of Eliakim Sacket late of sd Westfield dec Pltfs vs Samuel Dumbleton of Springfield in said County yeoman Deft In a plea of the Case for that the said Samuel at said Westfield on the twelfth day of April Domi 1762 by his Note of that date for Value rec promised the said Eliakim in his living time to pay him one pound 13/ lawfull money on demand with interest &c as in the Writ The Pltfs appear by John Phelps Gent their Attorney and the sd Samuel being three Times publickly called makes default of appearance here Therefore it is considered by the Court that the said Bethesda and Justus in their Capacity aforesaid do recover against the said Samuel Two pound three shillings & sixpence three farthings of lawfull money damages and Cost of Court taxed at one pound 15/10 & therefor &c — Execon is 19th Sept 1767

Sacket & al vs Dumbleton 55

Moses Bagg of Westfield in the County of Hampshire yeoman Pltff vs Samuel Webb of Murrayfield in said County yeoman Deft In a plea of the Case for that said Samuel at said Westfield on the sixteenth day of july Domi 1766 by his Note of that date for Value received promised the sd Moses to pay to him or his order Two pound 6/8 lawfull money on demand with Interest till paid &c as in the Writ — The Pltff appears by John Phelps Gentleman his Attorney and the said Samuel being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said Moses do recover against the said Samuel Two pound 9/7½ of lawfull money damages and Cost of Court taxed at Two pound 9/8 & therefor &c — Execon is sd 23d Septr 1767

Bagg vs Webb 56

Solomon Brown of Blandford in the County of Hampshire yeoman Pltff vs Robert Gilmore of Pelham in sd County aforesaid yeoman Deft in a plea of the Case for that the said Robert at West field on the Twenty seventh day of August Domi 1764 by his Note of that date for Value rec promised one John Gilmore to pay him or order Two pound 2/2 lawfull money on demand with interest &c And afterwards at said Westfield on the same day aforesaid no part of said Note having been paid to the said John he the sd John he the said John endorsed the same over to the said Solomon the Pltff or his order for Value rec Whereof the said Robert instantly had notice and became Chargeable to pay the Contents to the said Solomon ~~and~~ demand and in Consideration thereof the said Robert then and there promised the said Solomon to pay him the same on demand &c as in the Writ — The Pltff appears by John Phelps Gentleman his Attor and sd Robert being three Times publickly called makes default of appearance here — Therefore it is considered by the Court that the sd Solomon do recover against the sd Robert Two pound 9/10½ lawfull money damages and Cost of Court taxed at 22s 1d & therefor &c Execon is sd 23d Sept 1767

Brown vs Gilmore 57

Patrick Thompson late of Windsor and Andrew Thompson late of Hartford both in the County of Hartford and Colony of Connecticutt Traders Pltfs vs William Moor of Westfield in the County of Hampshire yeoman

Thompson & al vs Moore 58

(172)

Thompson & ux vs Moor

Deft In a plea of the Case for that the said William Moor at a place Called Windsor in Springfield on the seventh day of September last past by his Note of Hand of that date for Value there received promised the said Patrick and Andrew to pay to them within six months after date of said Note the sum of thirty six pounds & four shillings lawfull money — Yet the said William Moor tho' often Requested hath not performed his said Promise But he wholly denies to do it — To the damage of the said Patrick and Andrew forty pounds — The Pltfs appear by John Phelps Gentleman their Attorney and the said William by Moses Bliss Gentleman his Attorney comes and defends the Force and Injury when &c and reserving to himself Liberty of giving any special matter in Evidence under the General Issue pleads & says he never promised the Pltfs in manner and Form as they in their declaration against him have alledged and thereof puts himself on the Country and the said Patrick and Andrew by their aforesaid Attorney consenting to the above said Reservation and reserving to themselves Liberty to wave this demurrer and join the Issue Tendred on the Tryal of the appeal say that the plea above pleaded and the matters therein contained are insufficient and that they have no need neither are they holden by the law of the Land to answer thereto and this they are ready to verify and thereof pray judgment and judgment for their damages and Costs And the said William by his aforesd Attorney says his plea is sufficient Thereupon the premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of the said William and the matters therein contained are sufficient in law to preclude the said Patrick and Andrew from having their aforesaid Action maintained against the said William Therefore it is considered by the Court that the said Patrick and Andrew by their plea aforesaid have Nothing But that for their Groundless demand they be in mercy &c

His also considered that the said William Moor do recover against the said Patrick and Andrew ~~the said~~ the sum of one pound one ~~pound~~ shilling of lawfull money allowed him with his a-pent for his Costs in defending the suit of the said Patrick and Andrew and thereof he may have his Excon

The said Patrick and Andrew by their aforesaid Attorney appeal from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and recognizes with Sureties as the law directs for the said Partiers and Andrew prosecuting w^d appeal wth effect as by sd recognizance on file it appears

Deane vs Ensign Clark

Silas Deane of Wethersfield in the County of Hartford and Colony of Connecticutt Gent^m Pltf vs Daniel Ensign Clothier and Aaron Dewey yeoman both of Westfield in the County of Hampshire Defts In a plea of the Case for that sd

= Datis & Aaron by their Note of Hand on the Eighth day of August Dom: 1766 at Springfield Jointly and Severally for Value rec promised ye said Silas to pay him or Order ten pound 10/ lawfull money on demand with Interest &c as in ye Writ — The Pltf appears by John Phelps Gent his Attorney and the said Datis and Aaron being three times publickly called make defautt of appearance in Court —

Deane vs Ensign &c

Therefore it is considered by the Court that the said Silas do recover against the said Datis and Aaron the sum of Nine pound 0/4 3/4 of lawfull money Damages & Cost of Court taxed at Two pound 3/4 & thereof &c

Execon is 25th Septr 1767

Solomon King of Becket in the County of Berkshire yeoman Pltf vs Bezaleel Smith of Springfield in ye County of Hampshire yeoman Deft In a plea of the Case for that the said Bezaleel at Westfield in the County of Hampshire on the fifteenth day of August Domi 1763 by his Note of that date for Value rec promised the said Solomon to pay to him the sum of One pound 16/ lawfull money on demand with Interest till paid Yet the said Bezaleel tho often Requested hath not performed his said Promise But he wholly denies to do it — To the Damage of the said Solomon Three pounds — The Pltf appears by John Phelps Gentr his Attorney and the said Bezaleel being three Times publickly called makes defautt of appearance in Court — Therefore it is Considered by the Court that the said Solomon do recover against the said Bezaleel Two pound 4/ 0/ of lawfull money damages & Cost of Court taxed at two pound 2/ 3 & thereof &c

King vs Smith

Co

Afterwards the said Bezaleel by Justin Ely Gentleman his Attorney comes into Court and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the Bezaleels prosecuting the appeal with effect as by said recognizance on File it appears

Oliver Trumble of Westfield in the County of Hampshire yeoman Pltf vs Elijah Rogers of Springfield in ye County aforesaid yeoman Deft In a plea of the Case for that the said Elijah at Springfield on the twentieth day of May Anno Domi 1767 by his Note of that date for Value rec promised the said Oliver to pay him Nine pounds 4/ lawfull money at or before the first day of June then next following ye Date of said Note with interest &c as in the Writ — The Pltf appears by John Phelps Gentleman his Attorney and the said Elijah being three Times publickly called to come into Court makes defautt of appearance Therefore it is considered by the Court that the said Oliver do recover against the said Elijah Nine pound 0/ 4 of lawfull money damages and Cost of Court taxed at one pound 16/ 6 & thereof &c — Execon is 19th Octor 1767

Trumble vs Rogers

Co

(44)

Mosely vs Gillmore 62

John Mosely of Westfield in the County of Hampshire Gent Pltf vs David Gillmore of Murrayfield in said County yeoman Deft. In a plea of the Case for that the said David at said Westfield on the twenty fifth day of March Domi 1763 By his Note of that date for Value received promised the said John to pay him or Order Two pound 11/7 upon demand with Interest till paid &c as in the Writ — The Pltf appears by John Phelps Gentleman his Attorney and the said David being three times publickly called makes default of appearance here — Therefore it is considered by the Court that the said John do recover against the said David three pounds 5/2½ of lawfull money damages and Cost of Court taxed at one pound 10/4 and therefore may have his Execn — Exd is 28th September 1767

Fowler vs Sumner 63

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf vs Hezekiah Sumner of Sandisfield in the County of Berkshire yeoman Deft in a plea that the said Hezekiah render to the said Bildad Three Hundred Seventy seven pounds 15/1¾ which to him he owes and from him unjustly detains and wherein he says that at said Springfield on the twenty sixth day of January Domi 1762 in the second year of the Reign of the Lord the King that now is the said Hezekiah by his Bond under his hand and seal of that date Land in Court to be produced bound and Obliged himself by the Name of Hezekiah Sumner of a place called Number three in the County of Berkshire and Province of the Massachusetts Bay in New England Gentn to the said Bildad in the sum of three Hundred Seventy seven pounds 15/1¾ lawfull money to be paid him on Demand yet the said Hezekiah tho often requested never paid of same But he wholly neglects it To the damage of the said Bildad four Hundred pounds — The said Parties with their respective attorneys come here and hereby pray that this case may be continued until the next Term And Mark Hopkins Esquire Attorney for the Deft agrees that the judgment of this Court shall be final whenever rendered — It is therefore considered by the Court that that the case be continued until the next Term and the said Parties Have further day accordingly

Idem vs Curtiss 64

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf vs Hezekiah Sumner of Sandisfield in the County of Berkshire yeoman Deft In a plea of the Case for that the said Hezekiah at said Westfield on the eighth day of July Domi 1766 by his Note of that date for Value there rec promised the said Bildad to pay him the sum of Seventeen pound 1/3 on demand with interest &c as in the Writ — The Pltf appears by John Phelps Genton his Attn and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the sd Bildad do recover against the sd Hezekiah Eighteen pounds 4/10½ of lawfull money damages & Cost of Court taxed at Two pound 17/ there of &c — Execn is 28th Septr 1767

Goss vs Parsons 65

Thomas Goss of Berkhamptead in the County of Litchfield & Colony of Connecticutt yeoman Pltf vs Jonathan Parsons of Granville in the County of Hampshire yeoman Deft in a plea of the Case that

Jonathan at Springfield on the twenty first day of March Dom 1765 Bep his Note of that date for Value lec (by the name of Jonathan Parsons of Springfield) promised the Pltt to pay him the full and just sum of fifteen pounds of lawfull money on the first day of May Dom 1767 with lawfull interest from the first day of May then next following the date of said Note to be paid to be paid in manner following Viz one half of said sum in Neat Cattle and the other half in Grain at the appraisement of indefferent men and deliver the same Cattle and Grain at Granville aforesaid And the Pltt says he has always hitherto been ready at d Granville to receive said Grain and Cattle yet the said Jonathan thō often thereto requested hath not performed his said promise. To the damage of the said Thomas sixteen pounds — The said Parties appear and humbly pray that the Case may be continued until the next Term and it is considered by the Court that the Case that ~~of said~~ ~~Case~~ be continued until the Next Term and the said Parties have a further day in this Court here until the Second Tuesday of November next ensuing

Gogs vs Parsons

Azariah Mosley of Westfield in the County of Hampshire yeoman Pltt vs William Bement of Great Barrington in ye County of Berkshire Blacksmith Deft In a plea of the Case for that the said William at said Westfield on the twenty fifth day of February Dom 1767 by his Note of that date for Value there received promised the said Azariah to pay him four pounds 2/10 lawfull money within four months from the date of said Note with lawfull interest &c as in ye Writ The Pltt appears by John Phelps Gent his Attorney and d said William being three times publickly called makes default of appearance here — Therefore it is considered by the Court that ye d Azariah do recover against the said William four pounds 5/3 1/2 of lawfull mony Damages & Cost of Court taxed at Two pound 2/8 2 thereof &c

Mosley vs Bement

Execon is 21st Septr 1767

John Gray of Westfield in the County of Hampshire Blacksmith Pltt vs Nathaniel Kingsley of Berkit in the County of Berkshire Gentn Deft In a plea of the Case for that the said Nathaniel at said Westfield on the Twenty fifth day of June Dom 1766 by his Note of that date for Value received promised the said John to pay him or order four pounds 11/3 lawfull money on demand with lawfull Interest till paid &c as in the Writ — The Pltt appears by John Phelps Gentleman his Attorney and the said Nathaniel being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said John do recover against the said Nathll four pounds 3/2 2/3 of lawfull money damages & cost of Court taxed at Two pound 1/8 and thereof &c

Gray vs Kingsley

Execon ffd 21st September 1767

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltt vs Sylvanus Perry of said Westfield yeoman Deft In a plea of the Case for that the said Silvanus at said Westfield on the tenth day of August — An

Fowler vs Perry

(146)

Fowler vs Perey

= Anno Domi 1765 by his Note of that date for Value received promi=
=sed the said Bildad to pay him Seven pound 11/6 lawfull money
on demand with Interest till paid &c as in the writ — The Pltff
appears by John Phelps Gent his Attorney and the said Silvanus
being three times publickly called makes default of appearance
in Court — Therefore it is considered by the Court that the said
Bildad do recover against the said Silvanus the sum of
Eight pound 10/ of lawfull money damages and Cost of Court
taxed at one pound 15/0 & thereof &c — Execon Iss 25th Septr 1767

Dewey vs Leonard

Noah Dewey of Westfield in the County of Hampshire yeoman
Pltff vs Ebenezer Leonard of Springfield in said County aforesaid yeoman
Deft In a plea of Ejectment of fifteen Acres of Wood Land being
said Noah his Close lying and being in Springfield aforesaid at a
place called Feeding Hills in Feeding Hill Field & is bounded Southerly
partly on Jonathan Loomis his Land and partly on Willm Mc Intires
Land Westerly on Land of Noah Dewey Northerly on ~~Land~~ Ebenezer
Leonards Land and Easterly on said Leonards Land being seized
of the above described Land as of a good and Absolute Estate of inheritance
in Fee simple he sold and conveyed the above described Land to the said
Noah the Pltff to have and to hold to him and his Heirs in Fee sim=
=ple forever By Virtue whereof on the tenth day of December last past
the Pltff entered into said Land and was thereof possessed until the last day
of said December when and where Viz on the last day of said Decr
aforesaid the said Ebenezer with Force and Arms entred said Messuage
and Land Ejected and Removed ye Pltff out of his possession of same
and still unjustly holds him out and ~~thereof~~ other Wrongs then & there
did to the Pltff contrary to the King's ~~and~~ Peace and to the damage of ye said
Noah Seven pounds — The Pltff appears by John Phelps Gentleman
his Attorney and the said Ebenezer being three Times publickly
called to come into Court makes default of appearance here —
Therefore it is considered by the Court that the said Noah do re=
=cover against the said Ebenezer ~~his~~ seisin & possession of the Premises and
his Cost & thereof he may have ye Execon of habe Facias

Dewey vs Leonard

Moses Dewey of Westfield in ye County of Hampshire Gentleman
Pltff vs Joseph Leonard junr of Springfield in said County Gentleman
Deft in a plea of Debt for that the said Joseph at said Westfield on
the last day of May Domi 1759 was indebted to the said Moses in
the sum of twelve pounds for the like sum for the like sum before
that time by the said Moses lent to the said Joseph at his special
Instance and request and being so indebted the said Joseph after=
=wards Viz the same last day of May at Westfield aforesaid in Consi=
=deration thereof undertook and faithfully promised the said Moses truly
and faithfully to content and pay him said Sum last mentioned on
demand And also for that the said Joseph at Westfield aforesaid on that day of

= May last past being justly indebted to the said Moses in the further sum of twelve pounds lawfull money for Divers Articles of Ware there before that Time had and Rec'd by the said Joseph of the s'd Moses at his the said Josephs Special instance and request and being so indebted he the said Joseph there at said Westfield in Consideration thereof ~~said Joseph~~ faithfully promised s'd said Moses to pay to him said Sum last mentioned on demand Yet the said Joseph tho' often requested hath not performed either of his said promises But he denies to perform either thereof to the damage of the said Moses twenty pounds — The above named Parties by their Respective Attornies come here and refer the Case and all other demands subsisting between the said Parties to the final determination and Award of Benjamin Day Gentleman John Mosely Gent and Benjamin Leonard Gent or any two of them (Arbitrators mutually chosen by the said Parties) to be made upon the premises and returned into this Court as soon as may be and this Case and the proceedings of the parties therein is continued until the next Term

Dewey vs Leonard

Elisha Parks of Westfield in the County of Hampshire Gent Pltf vs Lebbeus Ball of Granville in said County yeoman Deft — In a plea of the Case for that the said Lebbeus at said Granville on the tenth day of August Dom' 1785 by his Note of that Date for value received promised the said Elisha to pay to him or order the sum of fourteen pounds 3/4 lawfull money on demand with lawfull interest till paid. Yet the said Lebbeus altho' often requested hath not performed his said promise But he wholly denies to do it to the damage of the said Elisha Nine pounds The Pltf appears by John Phelps Gent his Attorney and the the said Lebbeus being three times publickly called to come into Court makes default of appearance here And after the Deft was called The Pltf moved that the Case may be continued until the next Term that he might have opportunity to get the Leave and consent of the Deft to alter the sum of the damages demanded or laid in his Writ and it is granted him and the Case is continued accordingly

Parks vs Ball

Justus Sacket of Westfield in the County of Hampshire yeoman Pltf vs Timothy Lee of Granville in said County yeoman Deft In a plea of the Case for that the said Timothy at said Westfield on the twenty fifth day of January Dom' 1785 by his Note of that date for Value received promised the said Justus to pay him the sum of Nine pounds with interest (meaning the sum of Nine pound lawfull money within Eighteen months from the Date of said Note with interest till paid Yet the said Timothy tho' often thereto requested hath not performed his said promise But he wholly denies it To the damage of the said Justus ~~Excelsior~~ twelve pounds The Pltf by John Phelps Gent his Attorney appears and the said Timothy by John Worthington Esq and Joseph Hawley Esq his Attornies comes and defends &c and for Plea says that he never promised in

Sacket vs Lee

1769
Sackett vs Lech

= Manner and Form as the Pltf in his Declaration has alledged and thereof puts himself on the Country And the said Justus likewise
Thereupon the Jurors at this time according to the form and effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the Truth concerning the premises being duly sworn by Mr Nathaniel Fitch their foreman declare upon their Oath that they find for the Deft cost of Court
Wherefore considered by the Court that the said Timothy do recover against the sd Justus his costs and expenses in defendinge the suit aforesaid of the sd Justus taxed at
The said Justus by his Attorney aforesaid appeals from the judgment of this Court to the superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Justus prosecuting his appeal wth effect as by sd recognizance on file it appears

Root vs Clark
73

Jacob Root of Blandford in the County of Hampshire yeoman Pltf vs Joseph Clark of Granville in said County yeoman Deft In a plea of the Case for that the said Joseph at Springfield on the twenty sixth day of April Dom 1760 by his Note of that date for Value received promised the Pltf to pay him thirty five pounds of lawfull money at or before the first day of May Dom 1767 & Interest till paid &c as in the Writ — The Pltf appears by John Phelps Gentleman his Attorney and the said Joseph being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Jacob do recover against the said Joseph forty two pound 18/3 of lawfull money damages and Cost of Court taxed at two pound one shilling and five pence &there of &c — Execon is 2d Septr 1767

Fowler vs Ashley
74

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf vs Aaron Ashley of said Westfield yeoman Deft In a plea of the Case for that the said Aaron at said Westfield on the fifth day of March Dom 1764 by his Note of that date for Value received promised the said Bildad to pay him Nine pounds 13/6 lawfull money on demand with interest &c as in the Writ — The Pltf appears by John Phelps Gentleman his Attorney and the said Aaron being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Bildad do recover against the said Aaron the sum of five pounds 19/1½ of lawfull money damages and Cost of Court taxed at one pound 15/10 there of &c — Execon is 2d Septr 1767

Wm vs Mixer
75

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltf vs Isaac Mixer of Murrayfield in said County yeoman Deft in a plea of the Case for that the said Isaac at said Westfield ~~on the~~ on the ~~[illegible]~~ seventh day of August Dom 1764 by his Note of that Date for Value

— Value received promised the said Bildad to pay him thirty three pound 5/ on demand with interest till paid &c as in the Writ — The pltf appears by John Phelps Gentleman his Attorney and the said Isaac being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Bildad do recover against the said Isaac thirty three pounds 7/3¼ of lawfull money damages and Cost of Court taxed at one pound 10/ and thereof &c — Execon is 21st Septr 1765

Fowler vs Miner

Jedediah Dewey Minister of Gods Word in Dutchess County in the Province of New York and Martin Dewey of the same America yeoman Pltfs vs Asa Noble of Westfield in the County of Hampshire Gent Deft in a plea of the Case for that the said Asa at said Westfield on the twelfth day of August Anno 1761 by his Note of that date for Value rec promised the Pltfs to pay them for the use and Benefit of the Estate of Martin Dewey dec the sum of thirty eight shillings and sixpence two farthings lawfull money on demand with Interest &c And also for that the said Asa at said Westfield on the same twelfth day of August aforesaid By one other Note of that date for Value rec promised the Pltfs to pay them for the use and Benefit of Martin Dewey Dec the sum of thirty eight shillings lawfull money on demand with Interest &c as in the Writ — The Pltfs appear by John Phelps Gentleman their Attorney and the said Asa being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Jedediah and Martin do recover against the said Asa the sum of four pounds 1/3 of lawfull money Damages and Cost of Court taxed at two pounds 17/ & thereof &c — Execon ffd 19th Septr 1765

Dewey &c vs Noble 76

Josiah Moody of Amherst in the County of Hampshire yeoman Pltf vs Alexander Smith of said Amherst yeoman Deft In a plea of the Case whereon said Josiah says that at said Amherst on the Nineteenth day of April Anno 1761 Discourse was had between said Josiah and said Alexander of and concerning the said Alexanders buying of the said Josiah and of said Josiahs selling and delivering to said Alexander the said Josiahs pair of Oxen of the price of nine pounds and of the said Josiahs receiving in part satisfaction of the said Price of said Oxen the said Alexanders Note of hand for the sum of five pound 4/ and of his receiving for the remaining part thereof an order drawn by one Elijah Alvord on one Samuel Houghton dated August 20th 1765 requesting said Samuel to deliver to said Alexander a Barrel of good Rum which Order the said Samuel had accepted so far as by his Endorsement thereon dated the twenty first day of Nov 1765 he promised pay

Moody vs Smith 77

(150)

Moody
vs
Smith

= Payment and Delivery of the Value of three pounds 16/
in Lum by the first day of June next following the date of sd
Indorsement to the said Alexander that is to say if the said Lemuel
would pay to said Josiah the Lum specified in said Order on his
demand by Virtue of said order and Indorsement at the money
price And it was then and there agreed between said Josiah and
said Alexander that said Josiah should sell and deliver his said
pair of Oxen to said Alexander at the price of Nine pounds law-
-full money of our province of the Massachusetts Bay in New
England And that for the payment of five pounds 4/ thereof
the said Alexander should then and there make his Note of hand
and deliver the same to the said Josiah promising the said
Josiah therein the payment of the last said Sum on or before
the first day of May Dom^i 1767 and that for the remaining
part of the said price of said Oxen to wit for the sum of three
pounds 16/ the said Alexander should deliver to said Josiah the afore^d
order with ye Indorsement thereon and that said Josiah should
take and receive the same into his Custody wth this Condition
that is to say that the said Josiah should within a Convenient &
Reasonable Time after the receiving thereof request of ye said
Lemuel Houghton the Value of the sum specified in s^d^ indorsem^t
to wit the said Sum of three pounds 16/ to be delivered to s^d^ Josiah
in Lum at the ready money price and in Case ye s^d^ Lemuel
Houghton should accordingly pay and deliver said Lum to said
Josiah on said request at said Price then said Josiah should accept &
receive the same in Satisfaction of the said Sum of three pounds
16/ But in Case the said Lemuel should refuse to pay and deliver
said Lum to said Josiah at said Price then that he the said Alexander
should pay and Content to said Josiah the said sum of three
pounds 16/ whenever afterwards he should be thereto required And
the said Josiah further says that according to the forementioned
Agreement he the said Josiah did then and there in Fact sell &
deliver said Oxen to said Alexander for the price aforesaid and
that the said Alexander did then and there receive said Oxen
accordingly and did also then and there make and deliver his Note of
Hand to said Josiah for the payment of the said sum of five
pounds 4/ according to said Agreement And did also then & there
deliver said Order with the said Indorsement thereon to said Josiah &
that said Josiah did then and there receive said Order on ye Conditions
aforesaid and according to the Tenor of the forementioned Agreement
And that the said Alexander then and there to wit at said Amherst
on said Nineteenth day of April aforesaid in Consideration of the
Premises did assume on himself and faithfully promised said
Josiah that in case said Lemuel Houghton on Request by said Josiah made

accord-

= According to the Tenor of the forecited Agreement should refuse to deliver said Value in Lumber at ready money price that is to say at the price at which Lumber should at the time of making said request be usually and commonly sold for the ready money at Windsor in our County of Hartford and Colony of Connecticutt where the said Stoughton then dwelt that then he the said Alexander would pay and content to said Josiah the said Sum of three pounds 16/ whenever afterwards he should be thereto required & sd Josiah in Fact says that he afterwards and within a reasonable and Convenient time to wit on the fifteenth day of July Anno 1766 at Windsor to wit at Springfield aforesaid shewed to said Lemuel the said order with the Endorsement thereon and then and there requested said Lemuel to pay and deliver to him the Value of the said sum of three pounds 16/ specified in said Endorsement in Lumber at the said ready money price / which said Josiah now was then two Shillings and sixpence lawfull money as aforesaid by the Gallon and no more / said Josiah being then and there ready to receive the same and that said Lemuel being so requested as aforesaid did then and there wholly refuse to pay and deliver same to the said Josiah at the aforesaid Price of all which afterwards to wit at said Amherst on the twentieth day of July AD 1766 the said Alexander had notice and so became liable to pay the said Sum of three pounds 16/ according to his promise & Assumption aforesaid and being so liable said Alexander then and there to wit on the day and year last aforesaid at Amherst aforesd in Consideration thereof assumed on himself and faithfully promised said Josiah to pay him the aforesaid sum of three pounds 16/ on demand Also for that said Alexander at said Amherst on the last day of June last past owed the said Josiah the sum of Nine pounds lawfull money as aforesaid for one other pair of Oxen by said Josiah to said Alexander at said Alexanders special Instance and Request there before that time sold and delivered in Consideration whereof the said Alexander then and there to wit on the day and year last aforesaid at Amherst aforesaid undertook and promised said Josiah to pay him the last said sum on demand Nevertheless the said Alexander his promises aforesaid not regarding But contriving and wittingly intending the said Josiah in this Behalf subtilly to deceive and defraud hath never performed his aforesaid promises or either of them nor ever paid said sums to said Josiah or either of them or any part thereof But refuses to do it to the damage of the said Josiah Thirteen pounds — The Pltff appears by Simeon Strong Gentleman his Attorney and the said Alexander by Joseph Hawley Esq his Attorney comes here and defends &c and for plea says that he never promised in manner and form as the Pltff in his declaration has alleged against him and thereof puts himself on the Country &c and the Pltff likewise

then

(152)

Moody vs Smith

Thereupon the Juros according to the effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the Premises being duly sworn by Mr Nathaniel Tudor their foreman declare upon their Oath that they find for the Pltf three pounds 16/ damages and Cost of Court ~~taxed at~~ Therefore it is considered by the Court that the said Joriah do recover against the said Alexander the sum of three pounds 16/ of lawfull money damages and Cost of Court taxed at four pounds 15/2 & there of &c

The said Alexander by his aforesaid Attorney appeals from ye judgment of this Court to the Superiour Court of Judiciature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next ensuing and recognizes with Surities as the law directs for the said Alexanders prosecuting ye appeal with effect as by said Recognizance on File it appears

Jones Esq vs Rice 70

Daniel Jones of Hindsdale in the Province of New Hampshire Esq Pltf vs Moses Rice of Rutland district in the County of Worcester yeoman Deft In a plea of the Case for that the said Moses at Springfield on the seventeenth day of Decemr 1765 by his Note of that date for Value received promised said Daniel to pay him two pounds 13/4 lawfull money in Labour on demand with use for the same till paid meaning lawfull interest for the same till paid Yet said Moses tho often thereto requested and particularly on the first day of Feby past has never paid the same in Labour tho the Pltf has always been ready to receive the same at Springfield aforesaid neither hath said Moses paid the same in money or in any manner fulfilled his said promise But neglects to the damage of the said Daniel Nine pounds — The Pltf appears in his proper person and forasmuch as it appears to this Court that the Deft at the time of the service of this Writ was out of the Province It is considered by the said Court that the case be continued until the next Term and the said Parties have a further day in this Court accordingly

Phelps vs Morgan 82

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Joseph Morgan of Springfield in said County yeoman Deft, In a plea of the Case for that said Joseph at said Springfield on the twenty second day of April Anno Domi 1766 by his Note of that date for Value received promised the said Nathaniel to pay him or his order Two pound 2/10 on demand with interest for the same till paid &c as in the Writ — The Pltf appears by Daniel Hitchcock Gent his Attorney and the said Joseph being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Nathaniel do recover against the said Joseph Two pounds 6/2¾ of lawfull money damages and Cost of Court taxed at £1 1s 10¼d & there of &c — Execn is of Decemr 1767

(153)

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Asa Noble of Westfield in said County aforesaid Gent. In a plea of the Case for that said Asa at said Northampton on the last day of July Anno Domi 1765 being justly indebted to the said Nathaniel in the sum of Three pounds 6/5½ for sundry Articles of Book Account according to the Acct annexed In Consideration thereof the said Asa then and there undertook & to the said Nathaniel faithfully promised to pay him the same on demand &c as in the Writ — The Pltf appears by Daniel Hitchcock Gentleman his Attorney and the deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Nathaniel do recover against the said Asa Three pounds 6/5½ of lawfull money damages and Cost of Court taxed at one pound 18/10 & therefor Execution is of 12th Dec 1767

Phelps vs Noble 83

William Hyslop Esq and John Hancock Esq both late of Boston in the County of Suffolk Trustees to the Creditors of Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltfs vs Jeremiah Stockwell of Chesterfield in said County of Hampshire yeoman Deft In a plea of the Case for that said Jeremiah at said Northampton on the twenty second day of August Anno Domi 1766 by his Note of that date for Value rec promised the said William and John to pay them or their order five pounds 12/2 on demand with interest &c as in the Writ — The Pltfs appear by Daniel Hitchcock Gentleman their Attorney and the said Jeremiah being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said William and John do recover against the said Jeremiah the sum of Six pounds 1/3½ of lawfull money damage & Cost of Court taxed at £3 17 2 & thereof &c

The Pltfs by Mr Daniel Hitchcock their attorney acknowledge they have satisfaction in full of this Judgment Jul 7th 1768 — Attest Wm Williams Clerk —

Hyslop Esqrs vs Stockwell 84

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltf vs Joseph Williston of Springfield in said County yeoman Deft In a plea of the Case for that said Joseph at said Springfield on the last day of Decem Anno Domi 1765 being justly indebted to the said Nathaniel in the sum of Twelve pounds 10/9½ for sundry Goods Wares and Merchandizes before that time there sold and delivered to said Joseph by the said Nathaniel at his the said Josephs special Instance and request in Consideration thereof the said Joseph then and there undertook and faithfully promised to pay him the same on demand — &c as in said Writ The pltf appears by Daniel Hitchcock Gentleman his Attorney and the said Joseph being three times publickly called on make default of appearance And pltf agrees to take judgment for the sum of £10 0 0 forbidam — Therefore it is considered by the Court that said Nathaniel do recover against the said Joseph ten pounds 8/2 of lawfull money damages and cost of Court taxed at £1 11 2 & Execution is of 27th May 1768

Phelps vs Williston 85

(154)

Phelps v Burt Pl

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltff vs Ebenezer Burt of Springfield in said County yeoman Deft In plea of the Case for that the said Ebenezer at Springfield aforesaid on the Nineteenth day of May Anno Domi 1762 by his Note of that date for Value received promised the said Nathaniel to pay to him the sum of three pounds 4/ lawfull money on or before the twenty eighth day of August then next ensuing the date of said Note with interest meaning lawfull interest for the same till paid And also for that the said Ebenezer at Springfield on the last day of july last past was indebted to the said Nathaniel in the further sum of seven pounds 3/7 lawfull money on account for sundry goods Wares Merchandize to him said Ebenezer before that time there sold and delivered by the said Nathaniel at his the said ~~Nathaniels~~ Ebenezer's special instance & request and he the said Ebenezer being indebted as aforesaid then and there [illegible] at said Springfield In Consideration thereof promised said Nathaniel to pay him the said sum of seven pounds 3/7 lawfull money on demand yet the said Ebenezer tho often thereunto requested hath never paid either of the aforesaid sums or any part thereof But he wholly denies to do it To the damage of said Nathaniel sixteen pounds — The before named Parties come into this Court and refer the Case to the final determination and award of Benjamin Day Gent Elias Lyman yeoman and Lewis Bliss Gent for any two of them Arbitrators mutually chosen by the said parties to be made upon the premises and returned into this Court as soon as may be & the case is continued until the second Tuesday of Nov next ensuing

Idem v Church Pl

Nathaniel Phelps of Northampton in ye County of Hampshire yeoman Pltff vs Nathaniel Church of Hadley in said County yeoman Deft In plea of the Case for that s^d Church at Northampton on the last day of August Anno Domi 1765 being justly indebted to the said Phelps in the sum of three pounds 1/3 3/4 for sundry Articles of Book account according to ye Act annexed in Consideration thereof ye said Church then & there undertook and to the said Phelps faithfully promised to pay him the same on demand &c as in the Writ — The Pltff appears by Daniel Hitchcock Gent his Attorney and ye said Church being three times publickly called makes default & appearance here. Therefore it is considered by the Court that the said Phelps do recover against s^d Church three pound 1/3 3/4 of lawfull money Damages & Cost of Court taxed at 12 pound & thereof he

Execn is d 8th Decr 1767

Newport v Belding Pl

Dan Newport of Hatfield in ye County of Hampshire Labourer Pltff vs Reuben Belding of said Hatfield yeoman Deft In plea of Trespass on the Case whereon said Dan complains and says that s^d Reu-

= Reuben aforesaid Hatfield on the second day of March last past with force and Arms an Assault made on the said Dan he then and there being in the thriving peace and him the said Dan to the said Reuben then and there with force and Arms falsely imprisoned and restrained of his lawfull Liberty continuing his aforesaid Trespass as to the false imprisonment & restraining him the said Dan of his lawfull liberty for the space of five Months then next following and many other Wrongs & injuries to him the said Dan he the said Reuben did then and there contrary to law and against our peace to ye Damage of ye said Dan £ 14 ...

Newport vs Belding

The Pltt appears by Elias Dickinson yeoman his Attorney and next friend and the said Reuben by Simeon Strong Gent his Attorney comes into Court and saving to himself Advantages of taking any Exceptions to the Writ person or Declar of the said Dan which might have been taken at this Term prays leave to imparl to the next Term of this Court And it is considered by ye Court that ye Case be further continued until the next Term of this Court and the said Parties have a further day accordingly

Chapin vs Phelps 89

Jeremiah Chapin late of South Hadley in ye County of Hampshire yeoman Pltt vs Jonathan Phelps of Northampton in the County aforesaid yeoman Deft in a plea of the Case for that the said Jonathan at said Northampton on the last day of December Anno Dom 1766 being justly indebted to the said Jeremiah in the sum of six pounds 14/4 for sundry Articles by Book to Ballance Book Acts according to the Act annexed to ye Writ In Consideration thereof the said Jonathan then and there promised to pay him ye same on demand &c as in the Writ — The Pltt appears by Daniel Hitchcock Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said Jeremiah do recover against the said Jonathan the sum of six pounds 14/4 of lawfull money Damages and Cost of Court taxed at one pound 19/2 & thereof he may have his Exton & Execution in 27th May 1766

Belding vs Wells 90

Reuben Belding of Hatfield in the County of Hampshire Cordwainer Pltt vs Noah Wells of said Hatfield yeoman Deft In a Plea of the Case for that the said Noah at Springfield on the first day of May last past by his Note of that date for Value rec promised ye said Reuben to pay him or order twenty one pounds seven shillings and ten pence lawfull money on demand with Interest till paid &c as in the Writ — The pltt appears by Thomas Bridgman Esq his Atty and the said Noah being three times publickly called to come into Court makes default of appearance here ... Therefore it is considered by the Court that the said Reuben do recover against the said Noah the sum of twenty one pound 16/8½ of lawfull money damages & Cost of Court taxed at one pound 10/7 & thereof &c — Execution is 30th September 1767

(556)

Belding vs Bardwell ps

Reuben Belding of Hatfield in the County of Hampshire Cordwainer Pltff vs Samuel Barowell of Hatfield aforesaid Husbandman Deft in a plea of the Case for that the said Samuel at Springfield on the twenty third day of may Dom 1765 by his Note of that date for value rec promised the said Reuben to pay him or order six pounds ten shillings and eight pence lawfull money on demand with lawfull Interest &c And also for that the s^d Samuel at s^d Springfield on the twelfth day of July Anno Dom 1766 by his other Note of the Date last aforesaid for value rec promised the said Reuben to pay him three pounds eighteen shillings and six pence on demand with Interest &c as in the Writ, The Pltff appears by Thos Bridgman his atty ~~on his own proper person~~ and the said Samuel being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Reuben do recover against the said Samuel the sum of Eleven pounds twelve shillings and one penny one farthing of lawfull money damages & Cost of Court taxed at one pound 10/7 and thereof &c — Execon is 30 Septr 1767

Dickinson vs Edson ps

Elijah Dickinson of Hatfield in the County of Hampshire yeoman Pltff vs Jonathan Edson of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Jonathan at Springfield on the fifteenth day of Jany Anno 1765 by his Note of that date for value rec promised the said Elijah to pay him or order ten pounds 10/ lawfull money on demand with Interest &c as in s^d Writ The Pltff appears by Thos Bridgman his atty ~~in his own proper person~~ and the said Jonathan being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said Elijah do recover against the said Jonathan the sum of twelve pounds 12/3¾ of lawfull money damages and Cost of Court taxed at two pounds 11/ & thereof &c

Execon is 30th Septr 1767

Pixley vs Partridge ps

David Pixley of Stockbridge in the County of Berkshire Gent Pltff vs Oliver Partridge of Hatfield in the County of Hampshire Esqr and Sherriff of the same County Deft in a plea of Trespass on the Case for that whereas by the Consideration of the Justices of the Inferiour Court of common pleas held at Great Barrington in the County of Berkshire aforesaid on the first Tuesday of September Anno 1766 he s^d David recovered Judgment against one David Bagg for the sum of four pounds lawfull money damages and one pound 16/ lite money Costs of Suit, and thereupon afterwards vizt on the nineteenth day of s^d same Septr he s^d David took out Writ of Execon in the form by the law of the Province prescribed directed to the Sherriff of the County of Hampshire his under Sherriff or deputy returnable into the Inferiour Court of common pleas to be holden at Pittsfield within and for said County of Berkshire on the first Tuesday of Decem^r last past and on the first of November last past after the date and before the return day of said Execon at Springfield he the said David Pixley delivered the same Writ of Execon to one George Pitchard then and for a long time afterwards a Deputy Sherriff of the s^d County of Hamp

Hampshire under the said Oliver to be served & returned according to law &c as in the Writ — The Pltff appears by Mark Hopkins Esq his Attorney and the said Oliver being three times publickly called makes default of appearance in Court

Raley vs Partridge 2d

Therefore it is considered by the Court that the said David do recover against the said Oliver the sum of Seven pounds four Shillings and one penny of lawfull money damages & Cost of Court taxed at two pound 7/2 and thereof &c —

James Dix of Springfield in the County of Berkshire yeoman Pltff vs John Shepard of Westfield in ye County of Hampshire yeoman Deft in a plea of Trespass on the Case for that whereas ye said John Shepard had heretofore to wit on the second day of August Anno 65 purchased and sued out a certain Writ of Attachment of & from John Ashley Esq of Sheffield in our County of Berkshire one of the Justices of the peace for the said County of Berkshire — according to the laws and usuages of this Province of the Massachusetts Bay under the Hand and Seal of the said Justice against him the said James Dix which said Writ bears date the same second day of said August whereby he the s James Dix was attached by his Goods by the proper Officer to whom the same was directed, and delivered by the said John Shepard to be served against the said James Dix to appear before the s Justice at his dwelling House in said Sheffield on monday the second Day of September then next at two of the Clock in the afternoon when, and where the Writ was returnable to the said Justice then and there to answer unto the said John Shepard in a plea of the Case for his the said James not performing his certain promise to the said John Shepard by his certain promissory Note of Hand dated the nineteenth day of April Anno 65 to pay him the said John for the Value thereof of him the said John Shepard ye the sum of five Shillings lawfull money in three months from the date thereof & also for his the s James not performing his other certain promise to said John Shepard to pay him the said John Shepard Twenty six shillings and six pence lawfull money for sundry Articles of Acct, according to ye Acct annexed to the said Writ to the damage of the said John Shepard forty shillings, & a summons in due form of Law was given to the said James by the Officer who served the same Writ for his appearance before the said Justice at the Time and place aforesaid as by law of this Province in such Cases is prescribed, and after the purchase of the same Writ was aforesaid and after the same Writ was served and executed and before the day of the return thereof to wit on the twenty Eighth day of August aforesaid in the fifth year of the Kings reign at Springfield aforesaid he the s James Dix being minded to settle the aforesaid suit of the said John — Shepard against him & to pay him s John Shepard what he the said James owed him said Shepard offered and tendered to the s John

Dix vs Shepard Ca

then

Dix
vs
Shepard

Shepard the sum of Eleven shillings and six pence lawfull mony in full Satisfaction of the said Note and of the Costs of the said Suit to that Time both for the said Writ and of the Officers Fees for the Service thereof and the said James then and there affirmed to the said John Shepard that he said Dix owed him said Shepard nothing upon the said Act whereupon he had sued him But that after the delivery of the Articles charged therein to wit upon the same day that he the said James Dix had made and given his said Note to said Shepard then said Dix and Shepard had made a settlement of all demands and that the said Shepard had then given him said Dix a Receipt under his hand of two Shillings in full of all demands which Receipt he the said James had then and there with him, whereupon they the said James Dix and John Shepard agreed together upon a settlement of the said Act and he the said John Shepard then and there agreed with the said James Dix to receive the said money tendered him by the said Dix as aforesaid and also agreed with & promised said James Dix to stop his said Action and not pursue the same any further before the said Justice and likewise to deliver & give up to him said Dix his said Note in Consideration of his said James, Paying him said Shepard said mony so tendered as aforesaid, and accordingly the said James then and there at said Springfield paid him said Shepard the same Sum tendered as aforesaid in full Satisfaction of the said Note and of the said Costs and charges of the said Suit to that Time and in full Settlement of the same Suit and he the said John Shepard then and there also accordingly received the same money of the said James in full Satisfaction of the said Note and of the Costs and Charges of Suit and in full Settlement of the said Suit and promised said James Dix to stop and not pursue ye same Action any further & also to give and deliver up to said James Dix the same Note as aforesaid. Nevertheless he the said John Shepard his agreement and promise aforesaid not regarding but contriving to deceive and defraud the said James and to obtain great sums of mony from him wrongfully and put him to great Costs and Charges did not stop his said Action commenced as aforesaid against said James to be heard and tried before the said Justice but he the said John Shepard afterwards to wit on said second day of Sept at Sheffield to wit in Springfield aforesaid where & where said Writ was returnable appeared before said Justice by his Atty one David Ingersoll and entered the said Action before said Justice and the said James Dix relying on the said agreement and promise of the said John Shepard did not provide himself with any Counsel learned in the Law to make his defence before said Justice and being himself unskilled in the rules of good pleading being then casually present when the said Action was entered before said Justice was not able to make

make himself any good Defence and the said John Shepard
thro' the Insufficiency of the said James defence and pleading
recovered and obtained judgment against the said James for
Sum of thirty one Shilling and six pence lawfull money —
Damages being the full amount of the sum of said Account
annexed to the Writ and of the said Note and Costs of Suit taxed
at twenty six Shilling and eight pence from which judgment
of the said Justice said James appealed to the next Inferiour
Court of common pleas to be holden at Great Barrington within
and for said County of Berkshire as by the record and proceeding
remaining before the said Justice manifestly appears and
at the said Inferiour Court held at said Great Barrington on said
first Tuesday of September aforesaid said James entered his said
appeal & the said action came by divers continuances and
adjournments to be heard and tried finally before the Justices
held at Great Barrington for said County of Berkshire on the Tuesday of Sept. by adjustment of the Inferior Court
of the Inferiour Court, last mentioned the judgment of the said
Justice was affirmed and the said John Shepard recovered final
judgment against the said James for the damages aforesaid being
thirty one Shillings and eight pence & Costs of Suit taxed at five
pounds 19/10 & afterwards he the said John Shepard sued out the Writ
of Execon of the said final judgment against said James and he
the said James hath been compelled to pay him the said James
Shepard the whole damages and Cost last aforesaid and the
Costs of said Writ of Execon being one shilling and ten pence &
the Officers Fees for serving the same being seven shillings and
eight pence neither hath he the said John Shepard ever given and
delivered up to the said James Dix his said Note tho often thereto re-
quired but obtained judgment thereupon before the said Justice
as well as upon the said Act annexed to said Writ he well knew
the same was fully paid and Satisfied, And also for that the said John
Shepard at said Springfield on the first day of July Instant was justly
indebted to the said James in the sum of Eleven shillings & six pence
lawfull money for the same sum then before that time had and
received by him the said John Shepard to his the said James use &
in Consideration thereof said John Shepard then and there promised
said James to pay him the same whenever after he should be thereto
required Yet said John Shepard tho' often thereto requested hath not
paid said James the same or any penny thereof but hitherto hath
and still neglects and refuses to pay him the same all which is to
the damage of the said James Dix as he saith the Sum of Nine pounds

Dix
vs
Shepard

The beforenamed Parties come here in their proper persons
and agree to refer the Case to the final determination & award
of John Chadwick of Pittsfield aforesaid Esquire Major Benja
Day & Deacon Nathaniel Brewer both of Springfield Arbitrators
mutually elected by the said parties / or any two of them / to be made
upon the premises and returned into this Court as soon as may be
& the proceedings of the said parties are continued untill the next Term

(160)

Freeman vs Ashley 96

Phillip Freeman Junr of Boston in the County of Suffolk Merchant Pltff vs Joseph Ashley Junr of Sunderland in the County of Hampshire yeoman Deft in a plea of the Case for that said Joseph at said Sunderland on the seventh day of Feby A D 1767 by his Note of that date for Value rec promised said Phillips to pay him or order Eighteen pounds L/M lawfull money on demand with lawfull Interest till paid &c as in the Writ; The Pltff appears by Simeon Strong Gentn his attorney and the said Joseph being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Phillips do recover against the said Joseph the sum of Eighteen pounds ~~fifteen~~ ~~twelve~~ shillings and ~~three~~ two pence ~~three~~ two farthings of lawfull mony damages & Costs of Court taxed at three pounds 6/4 and thereof &c

Execond 5th Sept 19th 1767

Robinson vs Bush 97

Thomas Robinson of Hardwick in the County of Worcester yeoman Pltff vs Telle Bush of Chesterfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Telle at Chesterfield on the thirtieth day of April A D 1766 by his Note for Value rec promised said Thomas to pay him four pounds 4/0 within six months from the date and lawfull Interest after the End of said six months till paid &c as in the Writ — The Pltff appears by Simeon Strong Gent his Attorney and the said Telle being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Thomas do recover against of said Telle the sum of four pounds 12/1¼ of lawfull money damages and Cost of Court taxed at two pound 6/2 thereof &c — Execond 5th Nov 1767

Lock vs Rusell 98

Jonas Lock of Shutesbury in the County of Hampshire yeoman Pltff vs Joseph Rusell of Shutesbury aforesaid Gent Deft in a plea of the Case for that said Joseph at said Shutesbury on the seventeenth day of February A D 1767 by his Note of that date for Value rec promised said Jonas to pay to him or his order two pounds 2/0 lawfull money on demand with Interest &c as in said Writ — The Pltff appears by Simeon Strong Gent his Attorney and the said Joseph being three times publickly called makes default of appearance in Court; therefore it is considered by the Court that the said Jonas do recover against the said Joseph two pound 4/0 lawfull money damages & Cost of Court taxed at two pound 6/4 and thereof &c

Execon is Nov 12th 1767

Williams & al vs Hubbard 99

Israel Williams of Hatfield in said County of Hampshire Esquire and Moses Graves of Pittsfield in the County of Berkshire Gent partners and joint Dealers in Trade Pltffs vs Joseph Hubbard of Hadley in ~~the~~ the County of Hampshire Gent Deft in a plea of the Case for that said Joseph at said Hadley on the last day of Sept Anno 1766 owed the said Israel and Moses the sum of thirty pounds and two shillings lawfull money of our Province of the Massachusetts Bay in New England to Ballance Book acts according to the Account thereto annexed and then and there in Consideration thereof promised said Israel and Moses

Moses to pay them the same Sum on demand yet said (101)
Joseph tho often requested hath never paid the same or any
part thereof but refuses to do it to the damage of the said Israel
and Moses the Sum of thirty two pounds &c The Pltffs appear
by Simeon Strong Gent their Attorney and the said Joseph by
Joseph Hawley Esq his Attorney comes into Court and prays
the leave of this Court to bring into Court the Sum of four
pounds and one penny lawfull money of this Province for Williams
the acceptance of the said Israel and Moses which the said Adm vs
Joseph says is the whole Sum which he owes or is indebted to Hubbard
the said Israel and Moses and that upon payment of the
legal Costs which shall have been incurred by ye said Israel &
Moses to the time when he shall bring the said Sum into
Court to plead the General Issue to the Declaration in ye Writ
of the said Israel and Moses contain (to wit) that he the said
Joseph owes nothing to the said Israel and Moses in manner
and form as in their Writ is alledged, And likewise ye within
named Joseph by his Attorney aforesaid comes and defends &c &
says that he owes the said Israel and Moses nothing in
manner and form as they in their Writ against him —
have alledged and thereof puts himself on the Country
and the Pltffs likewise
Thereupon the jurors at this time according to the form and effect of the
Statutes in this Case provided lettered and impanelled being
demanded likewise come here, Who to say the truth concerning
the premises being duly sworn by Mr Nathaniel Pelton their
foreman declare upon their Oath that they find for the Pltffs
the Sum of Six pounds thirteen shillings and four pence damages
and Cost of Court
Therefore it is considered by the Court that the said Israel & Moses
do recover against the said Joseph the sum of Six pounds thirteen
shillings and four pence of lawfull money damages and Cost of
Court taxed at three pounds 14/10 & thereof &c
The said Joseph by his Attorney aforesaid appeals from the judgment
of this Court to the Superiour Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the ~~fourth~~ fourth Tuesday
of Sept next ensuing and he recognizes with Sureties as the law
directs for the said Joseph to prosecute the appeal with Effect
as by said recognizance on file it appears

Thomas Dickson of Belham in our County of Hampshire yeoman Dickson
Pltff vs the Proprietors of a tract of land in Belham aforesaid called vs
and known by the Name of the Lisburn Proprietors Defts in a Belham Propr
Plea of Partition whereon the said Thomas says that he the said 100
Thomas and the aforesaid Proprietors hold together in common
and undivided to them and their Heirs a certain Quantity and
Parcel of Land in Belham aforesaid and being a part of that
tract of land which the said Proprietors purchased of the Honble John
Hoddard Esq late of Northampton in our County dec^d bounded
North

Northerly partly on Shutesbury and partly by New Salem Easterly by Greenwich Southerly by the Range of Land formerly owned by one Whittlesey and Hall Westerly by the District of Amherst Viz all that part of the before described Tract of Land except such part thereof as is taken up and Contained in the Lott of the first & second division of the Lands in the same described Tract or in Lands sequestered or in ways and other publick uses & Common and undivided Lands belonging to said Thomas and his Heirs to have one part of the said undivided Land and to the said Other Proprietors and their heirs to have the other parts in a proportion to the said Thomas unknown &c as in the Writ The Pltff appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called to come in Court make default of appearance here — therefore it is considered by the Court that the said Thomas do recover against the said Proprietors Partition of the said Tract by him and the said Proprietors now held in common & undivided to be made in this manner that is to say that the said Tract be divided into sixty one equal parts and that one Sixty first part thereof be assigned and delivered to the said Thomas to be held in severalty and he may have his Execon therefor and Cost of Court taxed at one pound 17/6 — Execon Iss 9th Dec 1767

Dick vs Lisburn Prop

Idem vs Eosdem 10L

Thomas Dick of Pelham in the County of Hampshire yeoman Pltff vs The proprietors of a tract of Land in Pelham aforesaid called & known by the Name of the Lisburn Proprietors Deft In a plea of the Case for that said Proprietors at said Pelham on the last day of June last past were justly indebted to said Thomas in the Sum of thirteen pounds 13/0 lawfull money for sundry articles of account the particulars whereof are contained in a Schedule hereto (viz) annexed and being so Indebted said Proprietors in Consideration thereof then and there undertook and promised said Thomas to pay him said Sum on demand &c as in the Writ To the damage of the said Thomas Twenty pounds — The Pltff appears by Simeon Strong Gent his Attr and the Deft being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that the said Thomas do recover against the said Proprietors the Sum of thirteen pounds 13/0 of lawfull money & damages and Cost of Court taxed at one pound 17/6 thereof &c — Execon iss 9th 1767

Moodey vs Gaylord 10L

Josiah Moodey of Amherst in the County of Hampshire yeoman Pltff vs Hezekiah Gaylord of Hadley in the County aforesaid yeoman Deft In a plea of the Case for that said Hezekiah at Hadley on Eighteenth day of May AD 1767 by his Note of that date for value received promised said Josiah to pay him the value of Eleven pounds 10 in lawfull money Price upon demand &c as in the Writ — The Pltff appears by Simeon Strong Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Josiah do recover against the said Hezekiah the sum of Eleven pounds 10/0 of lawfull money damages & Cost of Court taxed at two pound 0/0 and thereof &c —

Jonathan Childs of New Salem in the County of Hampshire Yeoman Pltf vs Silas Hamilton of Deerfield in the County aforesaid yeoman Deft In a plea of the Case for that said Silas at Deerfield aforesaid on the thirtieth day of May Anno by his Note of that date for value rec promised said Jonathan to pay him five pounds Ten shillings lawfull money on demand with Interest &c as in the Writ, The Pltf appears by Simeon Strong Gentleman his Attorney and the said Silas being three times publickly called makes default of appearance in Court ---

It is therefore considered by the Court that the said Jonathan do recover against the said Silas the Sum of five pounds 11/7 of lawfull money damages and Cost of Court taxed at two pound 5/4 &c

Childs vs Hamilton 103

Moses Warner of Amherst in the County of Hampshire yeoman Pltf vs Joel Kellogg of Ashfield in said County yeoman Deft In a Plea of the Case for that said Joel at said Amherst on the twenty third day of May Anno 1766 by his Note of that date for value rec promised said Moses to pay him five pounds 17/2 lawfull money on demand with Interest &c and also for that said Joel at said Amherst was indebted to the said Moses in the Sum of 6/6 lawfull money for Sundry Articles of Book Account according to the Act ~~hereto~~ annexed to the Writ and in Consideration thereof promised said Moses to pay him the same on demand &c as in the Writ the Pltf appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court, Therefore it is considered by the Court that the said Moses do recover against said Joel the Sum of Six pounds 12/5½ of lawfull mony damages & Cost of Court taxed at two pound 0/8 Whereof &c Said Sept 14th 1767

Warner vs Kellogg 104

James Cleland of Greenwich in the County of Hampshire yeoman Pltf vs James Nivins of Greenwich aforesaid Gent Deft in a plea of Covenant broken for that said James Nivins at said Greenwich on the twenty second day of Nov Anno 1764 by his certain deed in writing and in Court to be produced the date whereof is the same day and year for himself his Heirs &c did lease and to farmlet to the said James Cleland one certain farm or Tenement of Land situate in said Greenwich for the space of ten years then next coming &c And further the said James Nivins by his aforesaid Deed did covenant and agree to stock said farm with the following articles of Stock viz one Yoke of Oxen twenty Sheep six Cows one breeding mare two Ploughs two Chains viz one draught Chain and another larger Chain one Breeding Sow forty Bushels of Grain and one good Cart &c and also to make the following reparations in and to the dwelling House (viz) to rebuild the Chimney and repair the Glass Windows or else to allow the said James Cleland to make aforesaid repairs and to bring in his Bill for the Labour & Cost in that behalf expended ~~by~~ by said Cle-

Cleland vs Nivins 106

(104)

Cleland vs Nivins

Cleland and to allow to said Cleland therefor to be deducted by said Nivins out of the rents of the Farm aforesaid &c as appears in the Writ — The Pltf appears by Simeon Strong Gent his attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court that the said James Cleland do recover against the said James Nivins the sum of five pounds 5/ of lawfull money damages and Cost of Court taxed at three pounds 19/ 8 therefor &c — Execon Ifs 30th Sept 1767

Pomeroys Adm vs Bridges 107

Ebenezer Pomeroy of Northampton Gent and Esther Pomeroy of Southampton Gentlewoman both in the County of Hampshire Admrs on the Estate of Elisha Pomeroy late of Northampton aforesaid Gent Decd Pltfs vs Daniel Bridges of Greenwich in the County aforesaid yeoman Deft in a plea of the Case for that said Daniel at said Northampton on the twenty ninth day of July Domi 1760 by his Note of that date for value rec promised said Elisha (then living) to pay him or his order three pound 1/ lawfull money on demand with Interest &c as in the Writ The Pltfs appear by Simeon Strong Gent their Attorney & the Deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Ebenezer and Esther in their Capacity aforesd do recover against the said Daniel the sum of two pound 10/9 of lawfull money damages and Cost of Court taxed at two pounds 2/4 8 therefor &c Ex 12 id Sept 16th 1767

Townsend vs Gibbs 108

John Townsend of Greenwich in the County of Hampshire Gentleman Pltf vs Abraham Gibbs of Greenwich aforesaid yeoman Deft In a plea of the Case for that said Abraham at said Greenwich on the twenty second day of April Domi 1767 by his Note of that date for Value rec promised said John to pay him or his order nine pounds lawfull money of the Province of the Massachusetts Bay in New England on demand with lawfull interest for the same till paid, yet the same Abraham tho often requested hath never paid the same nor any part thereof but neglects and refuses to do it — To the damage of the said John the sum of ten pounds — The Pltf appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court now here that the said John do recover against the said Abraham the sum of nine pounds 3/3 3/4 of lawfull money damages and Cost of Court taxed at £2 13 4 8 therefor &c

Afterwards the said John now at this term comes into Court and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the ~~second~~ fourth Tuesday of Sept next & here recognizes with sureties as the law directs for the prosecuting the appeal with effect as by said recognizance on file appears

Moody vs Shaw 109

Josiah Moody of Amherst in the County of Hampshire yeoman Pltf vs William Shaw of Palmer in the County aforesaid yeoman Deft in a

(N65)

Moody vs Shaw

Plea of the Case for that said William at said Amherst on the third day of Decem^r A D 1766 by his Note of that date for Value Rec^d promised one Hugh Johnson to pay him or his order six pounds lawfull money on or before the twentieth day of may then next with Interest from & after the said time of Payment and afterward to wit on the fifth day of August current at said Amherst the said Hugh ~~Josiah~~ by his Indorsment on said Note ordered the payment of its Contents of said note then wholly due and unpaid to be made to the said Josiah of all which said William instantly had Notice and so became liable to pay the Contents of said Note to said Josiah and then and there in Consideration thereof promised said Josiah to pay him the Contents on demand &c as in the Writ; The Plt appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court. Therefore it is considered by the Court that the said Josiah do recover against the said William three pound 1/6½ of lawfull money damages and Cost of Court taxed at two pound 0/2 & thereof &c. Ex is 25th Septr 1767

Dickinson vs Rice NO

Jonathan Dickinson of Shutesbury in the County of Hampshire Gent Plt vs Abishai Rice of New Salem in the County aforesaid yeoman Deft In a plea that the said Abishai render to said Jon^a thirty nine pounds of lawfull mony which to him the said Jonathan he owes and from him unjustly detains and whereon the said Jon^a says that the said Abishai at Springfield on the twenty first day of Octr A D 1766 by his Bond sealed with the seal of said Abishai in Court to be produced Acknowledged himself holden and to stand firmly bound and obliged to said Jonathan in the full and just Sum of thirty nine pounds nine Shillings lawfull mony to be paid said Jon^a on demand &c as in the Writ. The Plt appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called called to come into Court makes default of appearance here. Therefore it is considered by the Court now here that the said Jonathan do recover against the said Abishai twenty pound 2/ of lawfull money ~~Dabtrage~~ and Cost of Court taxed at two pound 3/10 & thereof &c Execon is Septr 19th 1767

Billings vs Kellogg NO

Ebenezer Billing of Montague in the County of Hampshire yeoman Plt vs Joel Kellogg of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that the said Joel at Springfield on the second day of June A D 1767 by his note of that date for Value Rec^d promised said Ebenezer to pay him two pounds 11/ lawfull money on demand with lawfull Interest &c as in the Writ. The Plt appears by Simeon Strong Gent his Attorney and the said Joel being three times publickly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Ebenezer do recover against the said Joel the Sum of two pounds 11/7½ of lawfull mony damages and Cost of Court taxed at two pound 7/1 and therefor &c.

Billing &c vs Childs NO

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in our County of Hampshire Partners & joint dealers in trade Plt vs

(106)

Billings & ux vs Childs Exr

Timothy Childs of Greenfield in ye County aforesaid Gent Executor of the last will and Testament of Timothy Childs late of Deerfield Dec'd Deft in a plea of case for that said Tim° the Testator in his life time at Sunderland aforesaid on the last day of August Anno 1762 owed there the said Moses and Samuel four pounds ⅊ p. lawfull mony of the Province of the Massachusetts Bay in New England for sundry articles of Book account according to the account hereto annexed viz hereto Writ

In Consideration whereof the said Tim° the Testator then and there promised said Moses and Samuel to pay them said sum on demand Yet the said Timothy in his life time tho' often requested never paid the same or any part thereof nor hath the said Timothy of Greenfield since the Death of said Timothy the Testator ever paid the same nor any part thereof altho' thereto often requested But neglects and refuses to do it To the damage of the said Moses and Samuel Five pounds — The Pltfs appear by Simeon Strong Gent their Attorney and the said Timothy the Exr by Joseph Hawley Esq his Attorney comes and defends and prays Judgment of the Declaration of this Writ contained because he says that the said declaration and the matters therein contained are insufficient in law for the said Moses and Samuel to maintain their action against ye said Tim° to which declaration the s'd Timothy hath no need nor is he held by the law of the Land to make answer and this he is ready to verify wherefore for want of a sufficient declaration in this Case the said Tim° prays judgment of the declaration and that this Writ and the declaration therein contained may be Quashed, & the said Moses and Samuel by their Attorney aforesaid say that their said declaration and the matters therein contained are good and sufficient in law to oblidge him the said Executor to answer thereto wherefore because the said Executor in his foregoing Plea hath not answered nor any way denied the same the said Moses and Samuel pray judgment and that their damages & costs may be adjudged to them

Thereupon all and singular the Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court that the ~~Plea~~ Declaration & matters aforesaid ~~of Tim° Childs~~ herein contained are good & sufficient in the Law to maintain the Action of the said ~~Executor by their Declaration and the above pleaded matters~~ Moses & Samuel thereupon against the said Timothy the Executor and that for any ~~therein contained are not sufficient in law to preclude the said Moses~~ thing by the said Timothy above pleaded they the s'd Moses & Sam'l ought not to be precluded ~~and Samuel~~ from ~~having, and proceeding in~~, their said Action or from their damages aforesaid — It is therefore considered by ye Court that the said Moses and Samuel do recover against the said Tim° ye Executor the sum of four pounds ⅊ p. of lawfull mony damages and Cost of Court taxed at two pounds 6/4 and therefor &c — Execution iss 20th Sept 1767

White vs Rugg 113

William White of Greenwich in the County of Hampshire yeoman Ptff vs John Rugg of South Hadley in ye County aforesaid yeoman Deft in a plea of the Case for that said John at said Greenwich on the fourth day

Day of July A Dom 1767 by his note for value rec promised said William to pay him or his order eleven pounds five shillings lawfull money on or before the fourth day of August then next &c as in the Writ — The Pltf appears by Simeon Strong Gent his Attorney and the said John being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Williams do recover against the said John the sum of Eleven pound 5/ of lawfull money damages and Cost of Court taxed at two pound 2/6 and therefor &c

Execon is 5th Sept 1767

W72 White vs Rugg

Nehemiah Hinds of Greenwich in the County of Hampshire yeoman Pltf vs Simon Stone of Greenwich aforesaid yeoman Deft In a plea of the Case for that the said Simon at said Greenwich on the second day of April Dom 1766 by his note of that date for value rec promised said Nehemiah to pay him ten pounds seven shillings lawfull money on demand With Interest &c as in the Writ — The Pltf appears by Simeon Strong Gent his Attorney and the said Simon being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court now here that the said Nehemiah do recover against the said Simon Eleven pounds four shillings and six pence of lawfull money damages and Cost of Court taxed at two pounds 5/4 & therefor he may have his Execon ~~said~~

Hinds vs Stone W4

Jeremiah Powers of Greenwich in the County of Hampshire Gent Pltf vs Nathaniel Peck of Greenwich aforesaid Gent Deft. In a plea of the Case for that said Nathaniel at said Greenwich on the seventeenth day of June Dom 1766 by his Note of that date for value rec promised said Jeremiah to pay him twenty pounds lawfull mony on or before 10th day June next ensuing w^d date of said Note and if then unpaid then to pay the same with lawfull Interest till paid &c as in the Writ — The Pltf by Simeon Strong Gent his Attorney comes here and pray leave to withdraw his Action & it is granted him and the Deft thereupon comes and agrees not to enter for his Costs

Powers vs Peck W5

Walter Powers of Greenwich in the County of Hampshire yeoman Pltf vs John Cook of Hardwick in the County of Worcester yeoman Deft. In a plea of the Case for that the said John at Springfield on the twenty sixth day of Feby Dom 1767 by his note of that date for value rec promised said Walter to pay him or his order two pound 10/ lawfull money on or before the first day of June next ensuing with Interest till paid &c as in the Writ — The Pltf appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance here It is therefore considered by the Court wth that said Walter do recover against w^d said John two pounds 11/3½ of lawfull money damages & Cost of Court taxed at two pounds 5/4 and therefor he may have his Exec — Execon is 26th March 68

Powers vs Cook W6

Oliver Partridge of Hatfield in the County of Hampshire Esqr Pltf vs William Williams of Pittsfield in the County of Berkshire Esquire Deft in a plea of the Case for that the said William at Pittsfield on the last day of Feby Dom 1766 owing the said Oliver twenty one pounds 4/ 6½ lawfull money to ballance Book Acct according to the Acct Annexed to the Writ ~~and~~ there and there in consideration thereof promised the said Oliver to pay him the same sum on demand &c as in the Writ — The Pltf appears by

Partridge Esqr vs Williams Esqr W7

Wood

Vs

Partridge Ex'r
vs
Williams Ex'r

Woodbridge Little Gentleman his Attorney and the said William being three times publickly called to come into Court makes default of Appearance here — therefore it is considered by the Court that the said Oliver do recover against the said William the sum of twenty one pounds four Shillings and six pence half penny of lawfull money damages and Cost of Court taxed at two pound 6/ & thereof &c

Execon is 12th Sept 1767

Hitchcock
vs
Burbank

Vs

Luke Hitchcock of Springfield in the County of Hampshire yeoman Pltf vs Timothy Burbank of Springfield aforesaid yeoman Deft In a plea of the Case for that the said Tim° on the twelfth day of Feby last past at said Springfield by his note for value rec promised to pay one George Hitchcock or his order ten pounds of lawfull money on demand with Interest till paid, and the said George afterwards on the same Day by his Indorsement on the same Note ordered the Contents thereof then unpaid to be paid to the Pltf whereof the said Timothy afterward on the same day had notice and thereby became chargeable to pay him the same sum with Interest on demand and promised to do it accordingly &c as in the Writ — The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here Therefore it is considered by the Court now here that the Pltf do recover against the said Timothy ten pounds 7/6 of lawfull money damages and Cost of Court taxed at one pound 10/10 and thereof &c

Execon is 3d Sept 1767

Forman
et al
vs
Nugent

Vs

Joseph Forman Merchant and Stephen Forman Merch^t both of New York in the County of New York and Colony of New York Pltfs vs Robert Nugent late of Brimfield in the County of Hampshire trader Deft In a plea of the Case for that the said Robert on the first day of May instant at Springfield was indebted to the said Joseph & Stephen in the Sum of two Hundred and six pounds current money of New York which is of the Value of one Hundred and fifty five pounds 4/7½ of lawfull money for sundry goods and other Articles according to the List annexed to the Writ to ballance the same Acct, here said Robert in Consideration thereof promised the said Joseph and Stephen to pay them the same on demand &c as in the Writ — The Pltfs appear by Jonathan Bliss Gentleman their Attorney and the Deft being three times publickly called makes default of appearance in Court —
Therefore it is considered by the Court that the said Joseph and Stephen do recover against the said Robert wth him of one Hundred and fifty five pounds 4/7½ of lawfull mony damages and Cost of Court taxed at ten pounds 4/6 and thereof they may have their Execon — Execon is 12th Sept 1767

Hayes
vs
Moulton

Vs

Ephraim Hayes of Ashford in the County of Windham and Colony of Connecticutt Gent Pltf vs John Moulton of South Brimfield in the County of Hampshire Husbandman Deft In a plea of the Case for that the said John on the eighteenth day of Sept A D 1766 at Springfield by his Note for value rec promised said Ephraim to pay him or his order fifty six pounds 10/6 lawfull money by the first of June then next

Ensuing with Interest till paid &c as in d Writ — The Pltff appears by Jonathan Bliss Gent his Attorney and the said John being three times publickly called to come into Court makes default of appearance here — It is therefore considered by the Court that the said Ephraim do recover against the said John the sum of Sixty pounds three shillings and nine pence half penny of lawfull money damages and Cost of Court taxed at two pound 11/4 and thereof he may have his Ex — Execon is 14th Sept 1767

Ney

Keyes vs Moulton

Daniel Lamb of Springfield in the County of Hampshire yeoman Pltff vs Joseph McNall of Palmer in d County aforesd yeoman Deft In a plea of the Case for that said Joseph on the twentieth day of May Dom 1766 at said Springfield by his Note of that date for Valued promised said Daniel to pay him or order forty Shillings in Beef or Butter or Tow Cloth at money price in six months from that time with lawfull Interest till paid &c as in the Writ — The Pltff appears by Jonathan Bliss Gentleman his attorney and the said Joseph being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Daniel do recover against the said Joseph the Sum of two pounds 3/8 3/4 of lawfull money damages and Cost of Court taxed at one pound 14/8 and thereof &c ,, Execon is 10th Mar 1768

Lamb vs McNall

121

Ebenezer Hitchcock Junr of Springfield in d County of Hampshire yeoman Pltff vs Thomas Willington Junr of Waltham in d County of Middlesex yeoman Deft in a plea of the Case for that the said Thomas on the fifth day of June last past at said Springfield by his Note for Valued recd promised the said Ebenezer to pay him seven pounds lawfull money on demand with interest &c as in the Writ — The Pltff appears by Jonathan Bliss Gent his Attyr and the said Thomas being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Ebenezer do recover against the said Thomas seven pound 2/8 1/4 of lawfull mony damages & Cost of Court taxed at two pound 6/8 thereof &c — Execon is 15th Sept 1767

Hitchcock vs Willington

122

George Chapin of Springfield in the County of Hampshire yeoman Pltff vs Phinehas Smith of South Hadley in the County aforesd yeoman Deft In a plea of Debt for that the said Phinehas on the fifteenth day of April last past at Springfield by his Bond of that date sealed with his Seal and in Court to be produced bound himself to the sd George in the Sum of Sixty two pounds lawfull mony to be paid him on demand &c as in the Writ — The Pltff appears by Jonathan Bliss Gent his Attorney and the said Phinehas being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Phinehas the sum of thirty one pound 9/11 1/2 of lawfull mony ~~damages~~ debt and Cost of Court taxed at one pound 15/11 thereof &c &c is 15th Apr 1767

Chapin vs Smith

123

Charles Chapin of South Hadley in d County of Hampshire yeoman Pltff vs Joseph Ashley 2d of Springfield in d County aforesaid yeoman Deft In a plea of the Case for that said Joseph on the twenty first day of Oct

Chapin vs Ashley 2d

124

8702

Chapin vs Ashley

October Dom 1766 at Springfield aforesaid by his Note for Value rec promised the said Charles to pay him eight pounds lawfull money by the first day of March then next ensuing and also for that said Joseph afterwards on the first day of March last past being indebted to the said Charles in another sum of eight pounds like money he the said Joseph in Consideration thereof promised the said Charles to pay him the same sum on demand with Interest till paid &c as in the Writ — The Pltf appears by Jonathan Bliss Gent his Attorney and the said Joseph being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Charles do recover against the said Joseph the Sum of Two pound 5s/3/4 of lawfull money damages and Cost of Court taxed at one pound 15s/7 & thereof &c — Execution is 25th Sept 1767

Colton vs Hancock

William Colton 2d of Springfield in the County of Hampshire yeoman Pltff vs Thomas Hancock of said Springfield yeoman Deft in a plea of the Case for that said Thomas on the twelfth day of Jany last past at Springfield aforesaid by his note for Value rec promised

N.B. said William to pay him three pounds 16s lawfull money on demand with Interest &c as in the Writ — The Pltff appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said William do recover against the said Thomas three pound 10s/9 1/4 of lawfull money damages and Cost of Court taxed at one pound 11s 6 thereof &c

Execution is 25th Oct 1767

Pynchon vs Seaward

George Pynchon of Granville in the County of Hampshire yeoman Pltff vs Ebenezer Seaward of said Granville yeoman Deft In a plea of the Case for that said Ebenezer on the twenty first day of March 1766 at

N.B. Springfield aforesaid by his note for Value rec promised said George to pay him three pounds 0s 0d lawfull money on demand with Interest till paid; & also for that said Ebenezer and the said George on the same day of March 1766 accounted together concerning diverse other sums of money by the said Ebenezer to the said George before that time owing and then being in Arrear & upon that Act said Ebenezer was found in arrear ~~towards~~ the said George in other three pounds 0s 0d lawfull money and being so found in Arrear said Ebenezer in Consideration thereof promised said George to pay him the same on demand &c as in Writ The Pltff appears by Jonathan Bliss Gent his Attorney and said Ebenezer being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said George do recover against the said Ebenezer the sum of three pounds 12s/12 3/4 of lawfull money damages and Cost of Court taxed at two pounds 0s 0d thereof &c Ex is 25th Sept 1767

Selens vs Seaward

George Pynchon of Granville in the County of Hampshire yeoman Pltff vs Aaron Seaward of said Granville yeoman Deft In a plea of the Case for

N.B. that said Aaron at said Springfield on the third day of July instant (now last past) being

fully indebted to the said George in the sum of three pounds 2/6 3/4 lawfull money to ballance Acct according to the Account annexed to the Writ for sundry Goods Wares and Merchandizes to him the said Aaron at his special Instance and request before that time sold and delivered by the said George and in consideration thereof promised said George to pay him the same on demand &c as in the Writ The Pltff appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance &c Therefore it is considered by the Court that the said George do recover against the said Aaron the sum of three pounds 2/6 3/4 of lawfull money damages and Cost of Court taxed at two pounds 0/0 and thereof &c — Execon is 25th Apr 1767

Nyx

Lynchon vs Seaward

Stephen Noble of Westfield in the County of Hampshire yeoman Pltff vs John Morgan the second of Springfield in said County Gent Deft In a plea of the Case for that said John on the fourth day of December A 1766 at Springfield aforesaid by his note for value rec promised said Stephen to pay him sixteen pounds by the first day of March then next with Interest till paid &c as in the Writ — The Pltff appears by Jonathan Bliss Gent his Attr and the Deft being three times publickly called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Stephen do recover against the said John the sum of sixteen pounds 0/0/½ of lawfull mony damages & Cost of Court taxed at one pounds 12/0 and thereof &c — Execon is 18th Nov 1767

Noble vs Morgan

Nd

Luke Bliss Gent and Lewis Bliss Gent both of Springfield in the County of Hampshire administrators on the Estate of Luke Bliss late of said Springfield Gent Decd Intestate Pltfs vs Benjamin Colton of said Springfield yeoman Deft In a plea of the case for that the Benjamin on the fourth day of June A 1751 at Springfield aforesaid by his Note for value rec promised the same Luke then living to pay him nine pounds of lawfull money by the forth day of August then next with Interest &c till paid &c as in the Writ — The Pltff appears by Jonathan Bliss Gent ~~their~~ their attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Luke and Lewis do recover against the said Benjamin the sum of twelve pounds 2/0/0 of lawfull mony damages and Costs of Court taxed at one pound 11/4 & thereof &c — Execon is 15th Apr 1767

Bliss, Adm vs Colton

129

Charles Lynchon of Springfield in the County of Hampshire Physician Pltff vs Charles Colton of said Springfield yeoman Deft In a plea of Ejectment wherein he demands against the said Charles Colton a mesuage and two tracts of land with the appurtenances in Springfield aforesaid one tract being the Homelot whereon the said Charles Colton lately lived with the Buildings thereon containing about two Acres & an half and bounded northerly on the Highway Southerly on Josiah Dwight Esqr Land easterly on the way or road leading to Charles Brewers and Westerly on Land belonging to the Heirs of Jacob White Decd — partly

Lynchon vs Colton

130

172 partly on Land of William Colton The other tract of Land being w
Orchard lately
whole of the improvement of the said Charles Colton lying Easterly side
Pynchon of the high way or road leading to said Charles Brewers containing
about two Acres And says that the said Charles Colton, being seized
vs of the said Messuage and tenements aforesaid with the Appurtenances
Colton on the twenty eighth day of May A D 1763 at Springfield aforesaid
by his deed of that date duly acknowledged and in Court to be
produced for the Consideration of one Hundred and Seventy pounds
lawfull money granted and conveyed the same to the said Charles
Whereby he became seized thereof & afterwards the s.d Colton disseised him &c
&c as in the Writ — The Pltf appears by Jonathan Bliss Gent his
Attorney and the Deft being three times publickly called makes
default of appearance in Court — Therefore it is considered by
the Court that the said Charles Pynchon do recover against the said
Seizin & possession of
Charles Colton, the Lands & premises demanded and he may have the Writ
of the Lord the King for possession, and His also considered that he recover against s.d Colton
cost of Court taxed at one
pound 11/4 & thereof alias Execon is 14th Sept 1767 — Alias Exec 7th Oct 1768 —

Pynchon George Pynchon of Springfield in s.d County of Hampshire Gent Pltff vs
vs Benjamin Jones of said Springfield yeoman Deft in a plea of the case
Jones for that said Benjamin on the twenty eighth day of March A D 1758
131 at Springfield aforesaid by his note for value rec promised said George
to pay him nineteen pounds 4/ lawfull mony on demand & in s.d Writ
the Pltff appears by Jonathan Bliss Gent his Attorney and the Deft
being three times publickly called makes default of appearance in
Court — Therefore it is considered by the Court that the said George
do recover against the said Benjamin the Sum of Eighteen pounds
11/7 1/4 of lawfull money damages & Cost of Court taxed at one pound
12/6 and thereof he may have his Execon — Execon is 26 Mar 1768

Idem George Pynchon of Springfield in the County of Hampshire Gent
vs Pltff vs John Morgan 2d of said Springfield Gent Deft In a plea of s.d
Morgan Case for that said John on the twelfth day of July A D 1764 at
132 Springfield aforesaid by his Note for valued promised one John Combs
to pay him or order four pounds Lawfull mony with interest till paid
and the said John Combs afterwards on the same day by his indorsment
on the same Note ordered the Contents thereof then wholly due & unpaid
to be paid to the Pltff &c as in the Writ, the Pltff appears by Jonathan Bliss
Gent his Attorney and the Deft being three times publickly
called makes default of appearance in Court — Therefore it is
considered by the Court that the said George do recover against the
said John five pound 16/8 1/2 of lawfull money Damages and Cost of
Court taxed at one pound 11/8 and thereof &c — Execon is 26th Mar 1768

Idem George Pynchon of Springfield in the County of Hampshire Gent Pltff vs
vs Abel Hancock yeoman & Jothan Hancock yeoman both of s.d Springfield
Hancock &c Deft In a plea of the Case for that the said Abel and Jothan on the
133 twenty fourth day of August A D 1762 at said Springfield by their Note for
value rec promised said George to pay him three pounds 14/ lawfull mony
worth of Rye & Indian Corn at ready mony price by the first day of
Decr

January then next with Interest till paid &c as in the Writ — 173

The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Abel and Jotham the sum of four pounds 7/1½ of lawfull money damages and Cost of Court taxed at one pound 13/6 & therefor they may have his Execon — Execon ish 28 Mar 1766

Pynchon vs Rancock &c

George Pynchon of Springfield in the County of Hampshire Gent Pltf vs Joseph Kellogg of said Springfield yeoman Deft In a plea of the Case for that said Joseph on the twenty fifth day of Jany A Dom 1763 at said Springfield by his Note for value recd promised said George to pay him three pounds 10/ lawfull money by the fifteenth day of April then next ensuing with Interest &c as in the Writ — The Pltf appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court that the said George do recover against the said Joseph the sum of four pound 9/3½ of lawfull mony damages & Cost of Court taxed at one pound 11/2 & therefor ye Execon ish 26th Mar 1766

Idem vs Kellogg 134

Samuel Stone of Windsor in the County of Cumberland in the Province of New York Gent Pltf vs Elizabeth Johnson of Shrewsbury in the County of Worcester Gentlewoman the only surviving Executrix of the last Will and Testament of Caleb Johnson late of said Shrewsbury Gent Decd Exr Deft In a plea of the Case for that said Caleb at Springfield aforesd in his life time on the tenth day of Feby A Dom 1766 in Consideration that said Samuel at the special Instance & request of said Caleb had laboured for and faithfully served him the said Caleb in his life time for and during the whole Term of time from the fifteenth day of Jany A Dom 1763 untill said tenth day of February aforesaid, assumed on himself and faithfully promised the same Samuel that he the said Caleb would well and truly pay and Content to the said Samuel so much money as the said Samuel reasonably deserved to have for the Labour and Service by him said Samuel done and performed as aforesaid, when he the said Caleb in his life time should be afterwards thereto required, And the said Samuel avers that he reasonably deserved to have for his said Labour and Service Eighteen pounds 12/ where of said Caleb in his life time there afterwards 1762 on the same day and year last aforesaid had notice, and also for that said Caleb at Springfd aforesaid in his life time on the same tenth day of Feby aforesaid was justly indebted to him the said Samuel in the other sum of Eighteen pounds 12/ for other ~~Service~~ Labour & service before that time then done by said Samuel for said Caleb 1762 from said fifteenth day of January aforesd to the said tenth day of February aforesaid at the special Instance & request of said Caleb, & also in 8/ for a journey to Rutland for said Caleb at his request before that Time done by said Samuel, & in Consideration thereof said Caleb then and there in his life time assumed on himself to and

Stone vs Johnson 135

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Stone
vs
Johnson
Lex

Samuel faithfully promised to pay him the two sums last afores on demand — Yet the said Caleb in his lifetime and the said Elizabeth after the Death of him the said Caleb not regarding the afores several Promises of the said Caleb but contriving and fraudulently intending him the said Samuel in this behalf craftily and subtilly to deceive and defraud, the aforesaid Several sums of money or any part thereof, to the same Samuel altho often requested have not paid or any way contented but have hitherto absolutely refused to do it and the aforesaid Elizabeth still refuses to pay the same or any part thereof to said Samuel — To the damage of the said Saml the sum of thirty Pounds — The Pt appears by Joshua Upham Gent his Attorney and the said Elizabeth by James Putnam Gent her Attr comes and defends &c and saith that this Writ and the Declaration therein contained are insufficient and bad and that the said Writ ought to be abated because she saith that the Pt in his Declaration afores hath demanded against the said Elizabeth as Ex^x of the said Caleb the same sum of Eighteen pounds 12/ twice over in the same Declaration for the same service being for service done by the said Samuel (as he saith) for the said Caleb in his lifetime between the fifteenth day of January in the year of our Lord 1765 and the tenth day of Feby Anno 1766 including the whole time whereby it appears that the said Samuel hath twice in the same Declaration demanded against the said Elizabeth the same sum for the same service and for ~~saving~~ said Samuel serving and labouring for the said Caleb twice between the fifteenth day of Jany 1765 and the said tenth day of Feby 1766 including the whole of the time between the said fifteenth day of Jany and the said tenth day of Feby in each of said demands and as he saith for the same service which is absurd &c, all which the Eliz^a Elizabeth is ready to verify Wherefore she prays judgment that the Writ aforesaid may be abated and she allowed her Costs &c

Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here It is considered by the said Court that the aforesaid Writ of the said Samuel is good and therefore does not abate.

And the said Elizabeth by her aforesaid Attorney comes and saving her plea aforesaid ~~and~~ further defends &c and saith that the said Caleb never promised in manner and form as the Pt declares and thereof puts himself on the Country

& the said Samuel reserving to himself the Liberty of waving this demurrer on the trial on the appeal and then to join the issue tendered says that the said Elizabeth's Plea aforesaid is not sufficient in law to answer the within declaration and that he is not bound to reply thereto and prays Judgment for his damages and Costs

And the said Elizabeth saith her Plea aforesaid is sufficient and thereof prays Judgment for her Costs

Thereupon the Premises being seen and by the Court of the Lord the King now here fully understood & that it appears to the Court of the said Lord

Lord the King that the plea aforesaid of id Elizabeth and the matters therein contained are sufficient in law to preclude the said Samuel from having his aforesaid action maintained against the said Elizabeth — Therefore it is considered that the said Samel by his plea aforesaid have nothing but that for his groundless demand he be in mercy

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Stone vs Johnson Executrix

It is also considered that the said Elizabeth do recover against the said Samuel the sum of one pound 13/ of lawfull money allowed her with her assent for her cost and expences in defending the suit of the said Samuel and thereof she may have her Excon

And the said Samuel by Jonathan Dolip Gent his Attr appeal from the Judgment of this Court to the Superiour Court of Judiciature to be holden at Springfield within and for the County of Hampshire on the ~~second~~ Fourth Tuesday of September next ensuing and he recognizes with sureties as the Law directs for the said Samuels prosecuting the appeal with effect as by said recognizance on file it appears

Dwight Ptff vs Wheeler Deft 136

Simeon Dwight of Western in id County of Worcester Esq Ptff vs Samuel Wheeler of New Salem in the County of Hampshire yeoman Deft In a plea of the Case for that said Samuel at Springfield on id 16th day of May Dom 1766 by his note of that date for value recd promised said Simeon to pay him or his order forty eight Shillings within five months from that time with Interest till paid, And also for that said Samuel by his other note for value recd promised Simeon to pay him or his order 3/ on or before id twelfth day of Oct then next with Interest till paid And also for that said Samuel by his other note for value recd promised said Simeon to pay him or order id other sum of thirty seven Shillings on or before id same twelfth day of Oct aforesaid with Interest &c as in the Writ — The Ptff appears by Joshua Upham Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Simeon do recover against the said Samuel the sum of six pound 13/ of lawfull money damages and Cost of Court taxed at two pound 4/0 and thereof &c — — — — Excon is 23 Sept 1767

Idem vs Parsons 137

Simeon Dwight of Western in id County of ~~Hampshire~~ Worcester Esq Ptff vs Benjamin Parsons of Palmer in id County of Hampshire yeoman Deft In a plea of the Case for that said Benjamin at Springfield on the second day of June Dom 1766 by his Note of that date for value recd promised said Simeon to pay him or his order two pounds 16/11½ within two months with Interest &c in id Writ The Ptff appears by Joshua Upham Gentleman his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by id Court that the said Simeon do recover against the said Benjamin the sum of three pounds 0/8½ of lawfull money damages and Cost of Court taxed at two pound 1/10 and thereof &c

Excon is 23 Sept 1767

176 Baldwin vs Green Vbd

Jeduthan Baldwin of Brookfield in our County of Worcester Gent Ptff vs Caleb Green of Southampton in ye County of Hampshire yeoman Deft In a plea of the Case for that said Caleb at Springfield on ye seventh day of Feby 1766 by his note of that date for valued promised Pltff Jeduthan to pay him or his order Four pounds 1/b by ye first day of March then next with Interest, And also said Caleb on ye first day June last was justly indebted to said Jeduthan in ye sum of 7/3 for sundry Articles of Act according to ye account annexed to ye Writ & in Consideration thereof promised Pltff Jeduthan to pay him the same on demand &c as in the Writ — The Pltff appears by Joshua Upharr Gent his Attorney and ye Deft being three times publickly called makes default of Appearance in Court
Therefore it is considered by the Court that the said Jeduthan do recover against the said Caleb the sum of Four pounds 16/3½ of lawfull money damages and Cost of Court taxed at two pound 4/ & thereof he may have his Exe — Execon is 16th Nov 1767

Downer vs Alvord Vbd

William Downer of Lebanon in the Province of New Hampshire yeoman Pltff vs Elijah Alvord of south Hadley in ye County of Hampshire yeoman Deft In a plea of the Case for that said Elijah at Springfield on the first day of April last past was justly indebted to said Williams in the sum of Eighteen Pounds 7/b lawfull money according to the Act annexed to the Writ &c as in the Writ — The Pltff appears by ~~Joshua Upham~~ Moses Bliss Gent his Attorney and the said Elijah being three time publickly called makes default of appearance in Court
It is therefore considered by the Court that the said William do recover against the said Elijah Eighteen pound 7/b of lawfull mony damages and cost of Court taxed at three pound 3/ & thereof he Execon is 15th Sept 1767

Dwight & al vs Newton Vbd

Josiah Dwight Esq and Jonathan Dwight Shopkeeper both of Springfield in the County of Hampshire Pltfs vs Silas Newton lately of Wilbraham in said County yeoman Deft In a plea of the Case for that said Silas at said Springfield on the sixth day of Jan last past by his note of that date for valued promised said Josiah Dwight and Jonathan to pay them four pounds 10/3 lawfull money on demand with Interest And also for that said Silas on ye fourth day of May last past was justly Indebted to said Josiah and Jona in ye sum of twenty two Shillings like money according to the account annexed to the Writ &c as in ye Writ
The Pltff appears by Moses Bliss Gent their Attorney and the Deft being three times publickly called to come into Court makes default of appearance here
It is therefore considered by the Court that the said Josiah & Jonathan do recover against the said Silas the sum of six pounds 4/10¾ of lawfull mony damages & cost of Court taxed at one pound 11/b & thereof they may have Exe — Execon is 23rd Sept 1767

Pease vs King Vbd

Ephraim Pease of Enfield in ye County of Hampshire Gent Pltff vs Jarmenas King lately of Windsor in the County of Hartford & Colony of Connecticut yeoman now residing at Springfield Deft in a plea

Plea of the Case for that said Parmenas at said Springfield on the fifth day of March Dom^i 1768 by his note for Value Recd promised said Ephraim to pay him ten pounds of lawfull mony on Demand with Interest, And Also for that said Parmenas at said Springfield on 1st first day of March last past was justly indebted to said Ephraim in ye Sum of forty nine shillings & six pence lawfull money &c as in the Writ — The Pltff appears by Moses Bliss Gent his Attorney and Richard Woolworth who was Bail for said Parmenas now comes and brings said Parmenas and prays to be discharged and it is ordered that said Richard be Discharged and the said Parmenas be committed agreable to one Statute of this Province — The s^d Parmenas tho' three times publicly called afterwards bring into Court makes default of appearance here

And It is considered by the Court that the said Ephraim do recover against the said Parmenas the Sum of seven pounds 5/2 p lawfull money damages and Cost of Court taxed at one pound 13/2 & therefor &c

Execo is^d 13th Septr 1767

Pltff vs King

Richard Alsop of Middletown in the County of Hartford and Colony of Connecticutt Shopkeeper Pltff vs Thomas Smith of Westfield in ye County of Hampshire yeoman Deft, In a plea of the Case for that s^d Thomas at Springfield on the fifth day Day of Decem^r last past was justly indebted to said Richard in ye Sum of seven pounds 13/3 lawfull money for a Bond of Sugar delivered him ye said Thomas by the said Richard at his speciall Instance and request according to ye Act annexed to the Writ &c as in the Writ — The Pltff appears by Moses Bliss Gent his Att^y and the Deft being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that the said Richard do recover against the said Thomas Seven pounds 13/ lawfull money Damages & Cost of Court taxed at two pound 3/9 & therefor &c

Execo is^d 13th Septr 1767

Alsop vs Smith 143

Jonathan Dwight of Springfield in ye County of Hampshire shopkeeper Pltff vs Samuel Sherman and Thomas Andrews both of Ware in said County Husbandmen Defts In a plea that the said Samuel and Andrew render to the said Jonathan £400 which to him they owe and from him unjustly detain and whereon said Jon^a says that they at Springfield on the seventeenth day of June 1766 by their certain Bond well Executed whose date is the day and year last aforesaid which Bond ye Jonathan brings into Court bound themselves to ye Jon^a in the aforesaid Sum to be paid to the s^d Jon^a on demand &c as in the Writ The Pltff appears by Moses Bliss Gent his Att^y and ye said Defts being three times publickly called to come into Court make default of appearance here

Therefore it is considered by the Court that ye said Jonathan do recover against ye said Samuel and Thomas the Sum of £214 11 10, of lawfull money Debt and Cost of Court taxed at one pound & therefor &c

Execo is^d 12th Septr 1767

Dwight vs Sherman & Ux 144

Thomas Auston in ye County of New York & Colony of New York of the City of New York Merchant Pltff vs Alexander McLean of the City of New York Merchant Deft In a plea that he render to the said Thomas five Hundred and seventy Pounds 1/ which he owes to the said Thomas and from him unjustly detains & whereon the said

Auston vs McLean 145

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Owston vs McLean

Thomas says that he the said Thomas before our adjourned County Court holden at Hartford within our County of Hartford in the Colony of Connecticutt on the third Tuesday of June 1766 by the Consideration of the Justices of the same Court recovered Judgment against the the said Alexander for the sum of five Hundred and sixty five pounds 10/10 current money of our said Colony of New York which the said Thomas says is equal in Value to four Hundred and twenty four pounds 9/11 lawfull money Debt which he the said Alexander owed to the said Thomas and for four pounds 2/9 lawfull money for his Costs and Charges by him about his Suit in that behalf expended whereof the said Alexander is convict as by the record and proceedings thereof in our said County Court remaining in manifest ~~the~~ which Judgment he the said Thomas says as yet remains in it is full force not reversed annulled or any way discharged satisfied or paid & altho he the said Thomas sued out a Writ of Execution on the Judgment aforesaid recovered in form aforesaid against the said Alexander, yet the return day thereof hath long since been past and no part of the Sums aforesaid hath ever been levied or paid thereon but wd Execution remains wholly unsatisfied from whence action hath accrued to the said Thomas to have and recover the sums aforesaid of wd Judgment of the said Alexander Nevertheless he the said Alexander tho' often requested hath never paid the said Thomas ~~any~~ the aforesaid sum or any Penny thereof but hitherto hath and still neglects and refuses to pay him the same to wd Damage of the said Pltf Six Hundred Pounds — The Pltf appears by moses Bliss Gentleman his Attorney and forasmuch as it appears to the Court that the said Alexander at the time of the Service of this Writ was out of the Province It is therefore considered that the said Parties have a further Day in this Court of the Lord wd King here until the second Tuesday of Novr next ensuing

Bull vs Chapin 1447

Aaron Bull of Hartford in the County of Hartford and Colony of Connecticutt Gent Pltf vs Henry Chapin of Springfield in the County of Hampshire Gentleman Deft In a plea of the Case for that said Henry at said Springfield on the fifth day of November Dom 1767 by his note of that Date for Value rec promised said Aaron to pay him seven pounds 6/2 3/4 lawfull money on demand with Interest till paid &c as in wd Writ The Pltf appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by wd Court that the said Aaron do recover against wd said Henry the Sum of nine pounds 17/8 3/4 of lawfull money damages and Cost of Court taxed at two pound 0/4 and therefore &c

Execution Issued 15th Septr 1767

Bliss vs Graves 1447

Jedediah Bliss of Springfield in wd County of Hampshire Gent Pltf vs Roswell Graves of Granville in said County yeoman Deft In a plea of the Case for that said Roswell at said Springfield on the first day of May 1767 by his note of that date for Value rec promised said Jedediah to pay him two pounds 7/11 on demand with Interest &c as in the Writ — The

The Pltff appears by Moses Bliss Gentleman his Attorney and the said Loswell being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah do recover against the said Loswell the sum of two pounds fourteen shillings and fivepence three farthings of lawfull mony damages and Cost of Court taxed at one pound 14/8d 1 there of &c

Execution Issued 15th Sept 1767

Nichols vs Graves

Richard Nichols of Hartford in the County of Hartford and Colony of Connecticutt yeoman Pltff vs Oliver Partridge of Hatfield in said County of Hampshire Esq Deft In a plea of Trespass on the Case (set forth in sd declaration of the Writ in the words viz) for that whereas one Jonathan Phelps of Northampton in said County of Hampshire on the thirteenth day of July Anno 1763 being indebted to said Richard in the sum of nineteen pounds lawfull money by his note of that of that date for value rec promised said Richard to pay him said Richard the same sum in two months from the date of said Note with Interest for the same till paid, & also afterwards to wit on the first day of Octo Anno 1763 was further indebted to said Richard in the sum of twelve pounds and four pence lite money and afterwards to wit on the tenth day of Octo Anno 1763 he the said Richard being minded to recover his said Debts of the sd Jonathan they being then wholly due and unpaid purchased and sued out of the Clerks office of our said Inferiour Court our certain Writ of Attachment of that date against him sd Jonathan Phelps in due form of Law directed to the Sheriff of our said County of Hampshire his undersheriff or undersheriff or deputy whereby we commanded our Sheriff of our said County his undersheriff or Deputy to attach the Goods or Estate of the said Jona Phelps to the value of thirty five pounds and for want thereof to take the Body of sd said Jonathan Phelps and him safely keep so that he should have him before our Justices of our Inferiour Court of common Pleas then next to be holden at Northampton within and for our said County of Hampshire on the second Tuesday of November then next then and there in our said Court to answer to the said Richard in a plea of the Case for his the sd Jona not performing his certain promise to pay him sd said Richard sd sum of sd said Note and sd Interest thereof, & also the said sum of twelve pounds and four pence which he the said Jonathan owed to the said Richard according to the Acct annexed to sd Writ to sd Damage of sd said Richard £30 and that he should have there at our said Court the said Writ with his doings thereon as by the said Writ on file in the Clerks Office of our said Inferiour Court remaining manifestly appears — & afterwards to wit on the same tenth day of Octo at said Springfield he the said Richard delivered the same Writ aforesaid to one George Hitchcock then an undersheriff or Deputy under sd Oliver Partridge Esq then and ever since Sheriff of our said County of Hampshire to be duly served and Executed according to Law and he the said Richard then and there particularly ordered & directed him sd George Hitchcock in the service thereof to attach and secure sufficient Estate to answer

V19

Bliss vs Graves

Nichols vs Partridge Esq

V14

Nichols vs Partridge

Answer and satisfy the judgment which he the said Richard ~~aforesaid~~ should or might recover of & against the said Jonathan on his said Suit and the said Richard says that the said Jonathan Phelps then and afterward until and at the time of the Service of the said Writ had and Ear was possessed of Goods and Estate both real and personal to wit at Northampton aforesaid which might have been found and attached by the said George Hitchcock in the Service of the said Writ and also w^d Body of the said Jonathan might have been taken and arrested by him said George then and at the time of the Service of y^d said Writ to wit at said Northampton nevertheless he the said George Hitchcock the duty of his office not regarding but contriving and intending to injure him w^d Richard and deprive him of the whole Benefit of his said Suit and prevent his recovering his Debts aforesaid and Cause the same to be wholly lost there at said Northampton afterwards to wit on the thirtieth Day of Oct^o aforesaid served and Executed the said Writ by attaching only a Chair the Estate of the said Jonathan Phelps being a thing of little or no Value and did not attach the Goods or Estate of the said Jonathan to the Value of thirty five pounds or take the Body of the said Jonathan as by ye said Writ he was commanded altho both Goods and other Estate ~~of said Jonathan~~ much more than that Value of the said Jonathan were then and there seen and found by the said George and might have been attached then and there by him the said George and also the Body of the said Jonathan then at w^d time of his serving the said Writ was seen and might have been then & there taken and arrested by him, he the said George then well knowing that the said Chair by him attached as aforesaid in w^d service of the said Writ was not of the Value of thirty five pounds and not more than of the Value of ten shillings and also that sufficient Estate of the said Jonathan might have been ~~have been~~ attached by him in the Service of the said Writ And the said Richard further says that the said Chair attached by said George as aforesaid was by him negligently left in w^d Hands & possession of him the said Jonathan and could not after be found & taken upon the Execution afterwards awarded to him the said Richard upon said Judgment by him afterwards recovered against said Jon^a upon the Suit aforesaid and afterwards to wit at our said Inferiour Court held at Northampton within and for our said County of Hampshire on the second Tuesday of November he the said George Hitchcock being then under Sheriff or Deputy to said Oliver as aforesaid made return of the same Writ into said Court with his doings thereon Indorsed on the Back of said Writ in the form and to the effect following to wit) Hampshire ss Oct^o 30th 1782 then by virtue of this Writ I attached a Chair w^d Estate of the within named defendant and left a summons at his dwelling House for his appearance George Hitchcock Dep^y Sheriff as by said Return of said George ~~of the~~ on record appears which return of the said George he the said Richard says was altogether Insufficient in Law and afterwards at the same Court the said Richard appeared and entered and prosecuted his said Action against said Jonathan where

Nicholas vs Partridge Ear

Whereupon it was so proceeded that he the said Richard by the Judgment of the Justices of our said Court recovered against said Jonathan thirty two pounds 10/d money for his damages which he had sustained by occasion of the Premises and two pounds 3/5 for his Costs and Charges of Suit from which Judgment he the said Jonathan appealed to our Superiour Court of Judicature then next to be holden at Springfield within our said County of Hampshire and for our County of Hampshire and Berkshire on the fourth Tuesday of September then next following when & where he the said Richard by the Judgment of our said Superiour Court recovered against the said Jonathan thirty three pounds 8/d lawfull money damages & four pound 6/ litle money for his Costs of suit as by the respective Recds in our said Courts remaining respectively manifestly appears and afterwards to Wit on the Eighth day of Octo 1764 he the said Richard sued out our Writ of Exe of that date upon the said Judgment last aforesaid from the Clerks office of our said Superiour Court in due form of law and delivered the same Execon afterwards to wit on the fifteenth day of Octo at said Springfield to one Moses Miller then & still an under sheriff or Deputy under the said Oliver Partridge then & still Sheriff of our said County of Hampshire to be served and executed according to law and afterwards to wit at the End of six months from the date thereof at which Time our said Writ of Execon was returnable into the Clerks office of our said Superiour Court the said Moses Miller under sheriff or Deputy to the said Oliver as aforesd made return of and upon our said Writ of Execon that he said Moses Miller had made diligent search and that he could not find any Estate or the Body of the said Jonathan Phelps within his Precinct as appears by the return of the said Moses of record in our Superiour Court remaining and the said Richard further says that after the time of the service of the said Original Writ or Process aforesaid by the said George Hitchcock to wit on the twentieth of said February Anno 1764 and before said final Judgmt recovered by the said Richard as aforesaid at our said Superiour Court at said Northampton he the said Jonathan Phelps failed and became and was an Insolvent Person and all his said Jonathans Estate and effects whatever were then and there attached & secured by his the said Jonathans other Creditors for the payment of their just Debts and the said Jonathan then and ever since hath secreted and Concealed himself to prevent his being arrested by our Officers and Ministers of Justice for the Debts which the said Jond owes and the said Jonathan ever since hath been and still continues an insolvent Person and unable to pay his just Debts neither hath he said Jond ever since had and now hath not any Estate whatever to satisfy said same And the said Richard says that the final Judgment by him recovered against said Jonathan as aforesd still remains in its full force not reversed or annulled and that he the said Richard hath not had any Satisfaction for the same or any Part thereof but the sum of said Judgment are wholly unpaid and that Mrs his the said George

No 2

Nichols vs Partridge Esqr

Hitchcocks negligence and misdoing in not attaching sufficient goods or Estate of the said Jonathan as in and by our said Original Writ or Process he was commanded, he the said Richard hath wholly lost his Debts aforesaid and his damages and also hath lost the whole Benefit of his said Suit and been put to great Costs and Charges in and about the same to no purpose and he the said Richard says that said Oliver Partridge Esqr the Superiour Officer is answerable & liable in Law for the negligencies, Omissions, Misdoings of the said George Hitchcock his said Deputy or undersheriff in his said Office all which is to the damages of the said Richard Nichols as he saith forty Pounds The Pltff appears by Moses Bliss Gent his Attorney and the Deft by John Worthington Esqr his Attorney comes and defends and reserving to himself the Liberty of altering this Plea on the trial of the appeal now pleads and says that he never promised in manner as the Pltff in his Declaration has alledged and thereof puts himself on the Country And the said Richard by his Attorney aforesaid consenting says that the Defts Plea above pleaded and the matters therein contained is an insufficient answer to his Declaration and that he is not holden by the Laws of the Land to answer thereto all which he is ready to prove and thereof prays Judgment and Judgment for his damages & Costs And the said Oliver says his Plea is sufficient & thereof prays Judgment Thereupon all and singular the premises being seen & fully understood by the Court of the Lord the King now here for that it appears to said Court that the Plea aforesaid of the said Oliver by him in manner and form above pleaded and the matters therein contained are not sufficient in Law to preclude the said Richard from ~~having the~~ ~~and~~ proceeding in his said Action against the said Oliver or from his damages aforesaid

Therefore it is considered by the Court that the said Richard do recover against the said Oliver the sum of forty pounds of lawfull money damages and Cost of Court taxed at two pounds & thereof &c The said Oliver by his said Attorney appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the Law directs for the said Oliver's prosecuting the appeal with effect as by said recognizance on file appears

Lynch vs Parsons

No 49

George Lynchon of Springfield in said County of Hampshire Gent Pltff vs Aaron Parsons of said Springfield yeoman Deft In a plea of said Case for that said Aaron at said Springfield on the fourth day of August current by his Note of that date for value rec'd promised said George to pay him thirty pounds on demand be as in said Writ — The Pltff by Moses Bliss Gent his Att and said Deft being three times publickly called makes default of appearance &c

Therefore it is considered by said Court that said George do recover against the said Aaron thirty pounds 11/2½ of lawfull money damages and Cost of Court taxed at one pound 12/2 and thereof &c Escore is 2 Pt Oct 1767

George Pynchon of Springfield in the County of Hampshire Gent Plt vs Zenas Parsons of said Springfield yeoman Deft In a plea of the Case for that whereas said George and Zenas at said Springfield on the twenty second day of July Instant accounted together of and concerning divers sums of money there before that time due and payable by said Zenas to said George then in arrear & unpaid and upon such account so stated between them said George & Zenas as aforesaid said Zenas was found in arrear to said George the sum of Eleven pounds 11/2½ lawfull money & in consideration thereof said Zenas by his certain writing promised said George to pay him the same sum on demand with Interest &c as in the Writ

183 Pynchon vs Parsons 151

The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Zenas the sum of Eleven pounds 11/3¾ lawfull mony damages and Cost of Court taxed at one pound 12/2 and thereof &c

Excon is 2d Oct 1767

Lydia Hitchcock of Springfield in ye County of Hampshire spinster Plt vs Ebenezer Bliss 2d of said Springfield yeoman Deft In a plea of the Case for that said Ebenezer at said Springfield on the second day of Septr Anno 1766 by his note for Valuered promised said Lydia to pay her three pounds 4/10 money on demand with Interest &c as in the Writ

Hitchcock vs Bliss 2d 152

The Plt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance here

Therefore it is considered by the Court now here that the said Lydia do recover against the said Ebenezer three pounds 16/2½ of lawfull mony damages and Cost of Court taxed at one pound 3/8 and thereof &c

Jedediah Bliss of Springfield in ye County of Hampshire Gent Plt vs Luke Hitchcock of said Springfield yeoman Deft, In a plea of the Case for that said Luke at said Springfield on the sixth day of May Anno 1766 by his note of that date for Valuered promised said Jedediah to pay him twenty seven pounds 1/8 on demand with Interest &c as in the Writ

Bliss vs Hitchcock 153

The Plt appears by Moses Bliss Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah do recover against the said Luke the sum of twenty nine pounds 4/3¼ of lawfull money damages & Cost of Court taxed at one pound 11/4 and thereof &c

Excon is 15th Septr 1767

Jedediah Bliss of Springfield in the County of Hampshire Gent Plt vs Thomas Goldthwait of said Springfield yeoman Deft In a plea of ye Case for that said Thomas at said Springfield on ye seventeenth day of April Anno 1766 by his certain promissory note of that date for Value Recd promised one Zachariah Warner Junr to pay him forty seven shillings & ten pence lawfull money with Interest and afterwards to wit on ye first day of April last past ye said Zachariah by his Indorsement ordered him ye said Thomas to pay ye Contents of ye Note then wholly due and unpaid to ye said Jedediah of all which said Jedediah then afterward Instantly gave the said Thomas notice by means whereof he the said Thomas became and was liable and Chargeable in Law to pay the Contents of the said note to the said Jedediah

Adams vs Goldthwait 154

104
Bliss
vs
Goldthwait

Jedediah on demand and he the said Thomas in Consideration thereof then and there promised the said Jedediah to pay him the same according on demand &c as in the Writ — The Pltf appears by Moses Bliss Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Jedediah do recover against the said Thomas the sum of two pounds 11/7 of lawfull money damages and Cost of Court taxed at one pound 11/4 & thereof &c — Execution 15th Sept 1767

Bliss
vs
Stedman
155

Moses Bliss of Springfield in the County of Hampshire Gentn Pltff Shinehas Stedman of said Springfield yeoman Deft In a plea of the Case for that said Shinehas at said Springfield on the eleventh day of Feby last past by his note of that date for value rec promised one George Hitchcock to pay him or his order three pounds lawfull money on demand with the lawfull Interest and afterwards to wit on the fourth day of August instant, the said George then at said Springfield assigned the same note to the said Moses Bliss by his Indorsement on the back of said note directed and ordered him the said Shinehas to pay the contents of said note then due and unpaid to the said Moses Bliss or his order of all which he the said Moses Bliss thereafterwards to wit on the sixth day of August instant gave the said Shinehas notice, and in Consideration thereof said Shinehas promised the said Moses Bliss to pay him the same accordingly on demand &c as in the Writ — The Pltf appears in his proper person and the Deft being three times publickly called to come into Court makes default of appearance here

Therefore it is considered by the Court now here that the said Moses do recover against the said Shinehas two pounds 2/8¾ of lawfull money damages and Cost of Court taxed at one pound 12/8 thereof &c — Execution 24th Sept 1767

Pynchon
vs
Stockwell
156

George Pynchon of Springfield in the County of Hampshire Gentn Pltff vs Timothy Stockwell of said Springfield yeoman Deft in a plea of the Case for that said George and Timothy at said Springfield on the twentieth day of Apr last past accounted together of and concerning divers sums of money there before that time due and payable by said Timothy to the said George then in arrear and unpaid and upon such account stated the said Timothy was then and there found in arrear to said George in the sum of twelve pounds 10/9¾ lawfull money and being so found in arrear said Timothy in Consideration thereof promised said George to pay him the same on demand; And also for that said Timothy then and there being indebted to said George in one other sum of twelve pounds 10/9¾ for divers wares and merchandizes before that time sold and delivered by the said George to the said Timothy and in consideration thereof said Timothy promised said George to pay him the same sum last mentioned on demand &c as in the Writ — The Pltff appears by Moses Bliss Gentn his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Timothy the sum of thirteen pounds 5/8¾ of lawfull money damages and Cost of Court taxed at one pound 12/10 and thereof &c

Execution 23d Octo 1767

Idem
vs
Leonards
157

George Pynchon of Springfield in the County of Hampshire Gentn Pltff vs Joseph Leonard and George Leonard of said Springfield yeomen Defts In a plea of the Case for that said Joseph and George Leonard at said Springfield on the second day of May A.D. 1766 by their note of that date for value rec promised said George Pynchon to pay him twenty eight pounds of lawfull money within six months from the date

Date of said note with lawfull Interest for the same till paid &c as in said Writ
The Pltt appears by Moses Bliss Gentr his Attorney and ye Deft being three
times publickly called make default of appearance in Court

Therefore it is considered by the Court that the said George the Plaintiff do recover
against the said Joseph and George Leonard the sum of thirty pounds 4/5 1/4
of lawfull money damages & Cost of Court taxed at one pound 13/4 and thereof &c
Execon is 23d Octo 1767

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Pynchon
vs
Leonards

George Pynchon of Springfield in the County of Hampshire Gentr Pltff
Benjamin Wait of said Springfield yeoman Deft In a plea of the Case for
that said Benjamin at ye Springfield on ye sixth day of August Anno 1762 by
his Note of that date for Value rec promised said George to pay him twenty pounds
six shillings lawfull money on demand &c as in the Writ — The Pltff appears
by Moses Bliss Gentr his Attorney and ye Deft being three times publickly
called makes default of appearance in Court

Idem
vs
Wait
186

Therefore it is considered by the Court that the said George do recover
against the said Benjamin the sum of twelve pounds 4/ 6 1/2 of lawfull
money damages and Cost of Court taxed at one pound 11/4 and thereof &c
Execon ye 23d Octo 1767

Caleb Hitchcock of Brookfield in the County of Worcester yeoman
Administrator of all and singular the goods and Chattles rights and Credits
of Pelatiah Hitchcock sadler lately of Springfield Dec. Pltff vs Noah Brooks
of Springfield in the County of Hampshire yeoman Deft In a plea of ye
Case for that said Noah at said Springfield on the ninth day of November
Anno 1757 by his note of that date for Value rec promised Pelatiah
to pay him one pound seventeen shillings and four pence lawfull mony
within one month from the date of ye Note And also for that whereas
one Robert Watson heretofore to wit on ye twenty third day of may Anno 1760
made and executed his certain promissory note under ye hand of the said
Robert of that date to the said Noah and delivered ye said Note to ye said
Noah and thereby for Value rec promised said Noah to pay him
three pounds within three months after date of said Note together
with the lawfull Interest for the same till paid & afterwards to wit on
the same twenty third day of May aforesaid at said Springfield he
the said Noah by his Indorsment on ye Back of said Note with his own
proper hand subscribed, assigned the said Note to the said Pelatiah then
living for the Value thereof of him rec and thereby directed and ordered
him the said Robert Watson to pay him the said Pelatiah ~~the~~ or his order
the Contents of said Note then wholly unpaid according to the Tenor of
the same note for the Value thereof of him rec and afterwards to wit at the end of
three months from ye Date thereof he the said Pelatiah then living —
shewed the same note with the Indorsment aforesaid on ye Back thereof
to the said Robert Watson and then and there requested him ye said Robert
Watson to pay him the said Pelatiah ye Contents of the said Note according
to the Tenor thereof and of the Indorsment aforesaid nevertheless he the said
Robert did not pay him the said Pelatiah ye same or any penny thereof but
then and there altogether neglected and refused to pay him the said Pelatiah the
same of all which afterwards to wit ~~he the said Noah~~ on the first day of Septr then next after
Springfield he the said Pelatiah gave the said Noah notice by reason of all
which he the said Noah became liable and Chargeable by Law to pay
him the said Pelatiah ye Contents of the same note on demand and
accordingly he the said Noah in Consideration thereof then and there

Hitchcock
Admr vs.
Brooks
187

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Hitchcock Adm'r vs Brooks

promised said Pelatiah to pay him the same on demand And also for that whereas ye Robert Watson at said Springfield on the same twenty third day of May aforesaid made and delivered to the said Noah one other promissory note under his hand of that date and thereby promised said Noah to pay him ye Noah one other sum of three pounds like lawfull money in three months from the date of said Note last mentioned with the lawfull Interest for the same from ye Date thereof till paid and afterwards to wit on the tenth day of September then next following there at Springfield Communication was had between ye said Pelatiah and said Noah concerning his ye said Pelatiahs selling and delivering to the said Noah a certain saddle for the same Note last mentioned and thereupon it was then and there agreed between ye said Pelatiah and the said Noah that he ye said Noah should sell and assign over to the said Pelatiah the same note last mentioned for ye same saddle and that he ye said Noah should warrant ~~and defend~~ ye same Note to to ye said Pelatiah and that in Case the money due and payable could not be had and recovered of the said Oliver by the said Pelatiah that then he the said Noah should pay him ye said Pelatiah ye same & thereupon he the said Pelatiah then and there delivered said Saddle to said Noah in Consideration thereof said Noah then and there assigned ye same note to ye said Pelatiah and then and there promised said Pelatiah that he ye said Noah would truly content and pay him ye said Pelatiah the content of ye same note if so be and in Case he ye said Pelatiah could not afterwards could ~~not~~ afterwards recover, obtain & receive the same of said Oliver Watson and the said Caleb the Pltf in fact says that he ye said Pelatiah in his life time never afterwards could recover, obtain or receive ye Contents of ye said Note or any Part thereof of said Oliver Watson and no part of the Contents of said Note was ever pd by the said Oliver to the Pelatiah in his life time neither could he the said Caleb after the Death of the said Pelatiah ever recover or receive ye same or any part thereof said Noah ~~and~~ the same Note is wholly unpaid tho he the said Pelatiah in his life time and ye said Caleb after his the said Pelatiah his Death have endeavoured by all ways they could to recover, obtain & receive ye Money due and payable on the said Note of the said Oliver Watson to wit at Springfield but the said Oliver ever after was and still continues an Insolvent Debtor and unable to pay his Debts of all which he ye said Noah had notice to wit at said Springfield on the first day of August then next following and so was and became liable and chargeable to pay the said Pelatiah in his life ye Contents of said Note last mentioned Nevertheless he the Noah tho often requested hath not paid either of the Sums aforesaid or the Contents of said note last mentioned or any Part thereof either to said Pelatiah in his life time or to ye Pltf said Caleb since his ye said Pelatiah his Death but hitherto hath and still neglects and refuses to pay the same to the damage of ye said Caleb Eight Pounds

The Parties by Messrs Moses Bliss Gent and Jonathan Bliss Gent their attornies come into Court and agree to submit the Case to ye final determination of Messrs Nathaniel Brewer Benj^a Wait & Thomas Stebbins or any two of them Arbitrators mutually elected by said Parties

And the Cause continued &c

Theophilact Bache of ye City of New York in the County of New York & Colony of New York Merchant Pltff vs George Pynchon of Springfield in ye County of Hampshire Gentleman Deft In a plea of Trespass on the Case for that whereas the said George Pynchon at Springfield on ye fifth day of August Dom 1766 by his certain promissory Note of that date for value rec promised said Theophilact to pay him three Hundred and fifty six pounds 13/4 Current money &c as in the Writ — The said Theophilact being three times publickly called to come into Court and prosecute his sd Action is Nonsuit and the said George likewise defaulted and the Action accordingly Dismissed

Bache vs Pynchon 1765

George Pynchon of Springfield in the County of Hampshire Gentlm Pltff vs Daniel Hancocks of said Springfield yeoman Deft In a plea of the Case for that said Daniel on the sixteenth day of Jan 1762 at Springfield aforesaid by his note of that date for value rec promised the said George to pay him the said George to pay him four pounds 1/3 mony on demand with lawfull Interest &c till paid &c as in ye Writ — The Pltff having been called & thereupon being nonsuit afterwards comes & humbly moves he may further prosecute & it is granted & the Pltff appears by in his proper person, and the Deft being three times publickly called to come into Court makes default of appearance in Court — Therefore it is considered by the Court that the said George do recover against the said Daniel the sum of three pounds 7/4½ of lawfull money damages and Cost of Court taxed at one pound 5/4 and thereof he may have his Exc — Excon is 24th Septr 1767

Pynchon vs Hancocks 1766

George Pynchon of Springfield in the County of Hampshire Gent Pltff vs John Barber Junr of said Springfield yeoman Deft In a plea of the Case for that the said John Junr on ye Seventh day of August Dom 1767 at Springfield aforesaid by his Note of ye Date for value rec promised said George to pay him four pounds 10/2 lawfull money on demand with Interest &c as in the Writ — The Pltff being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the Deft likewise defaulted, Afterwards at ye motion of the Pltff the entry of ye Nonsuit is taken off and It is considered that the Pltff be allowed to come into Court and prosecute his Action — And it is likewise considered that the said George do recover against ye said John Six pounds 2/10½ of lawfull money damages and Cost of Court taxed at one pound 5/7 and thereof &c Excon is 24th Septr 1767

Idem vs Barber 1767

Samuel Neave of the City of Philadelphia and Province of Pensylvania Merchant Pltff vs Samuel Murray lately of Marsevick in our County of York and Province of Philadelphia yeoman now residing at Rutland in the County of Worcester Deft In a plea that he the said Samuel Murray render to said Samuel Neave two Hundred and forty one pounds 0/ lawfull money which he oweth and from him unjustly detains and whereon ye said Samuel Neave says that the said Samll Murray at said Springfield on the fourteenth day of Feby A Dom 1766 by his Bond in Court ready to be produced bound himself in ye Sum of two Hundred & forty one pounds 0/ to be paid him ye said Samll Neave on demand &c as in the Writ

The Pltff appears by John Worthington Esqr and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Samuel Neave do recover against ye said Samll Murray seventy nine pounds 0/ of lawfull money Debt and Cost of Court taxed at ~~one~~ four pounds 11/2 and thereof he may have his Excon — Excon is 24th Septr 1767

Neave vs Murray 1768

108 — Partridge vs Fuller — Plea

Oliver Partridge of Hatfield in the County of Hampshire Esqr Pltff vs Thaddeus Fuller of Weston in the County of Middlesex yeoman Deft In a plea that said Thaddeus render to said Oliver one Hundred & six pounds 8/4 which to said Oliver he owed and from him unjustly detains and whereon said Oliver says that at said Springfield on ye twenty ninth Day of april in ye fifth year of the Reign of our Sovereign Lord the King the said Thaddeus by his Bond of that date in Court to be produced bound him self to ye said Oliver in ye sum of fifty three pounds 6/8 to be paid him on demand & also ye said Thaddeus ye same twenty ninth day of April in the same year of the same Reign by his other Bond of that date bound himself to ye said Oliver in another Sum of fifty three pounds 6/8 to be paid him on demand &c as in the Writ — The Pltff appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that ye said Oliver do recover against ye said Thaddeus the sum of Sixty pounds Seventeen Shillings and ten pence of lawfull money Debt and cost of Court taxed at two pound 13/7 & thereof &c

Executed 28th Sept 1767

Leonard vs Webb — Case

Benjamin Leonard Junr of Springfield in ye County of Hampshire yeoman Pltff vs Samuel Webb of Murrayfield in ye County aforesd yeoman Deft In a plea of the Case for that said Samuel at ye Springfield on the eighth day of August Anno 1766 by his note of that date for value rec promised said Benjamin to pay him three pounds 10/9 on demand with Interest &c till paid &c as in the Writ — The Pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Benjamin do recover against the said Samuel four pound 3/9¼ of lawfull money damages & cost of Court taxed at one pound 14/0 and thereof &c — Execution 28th Sept 1767

Chapin vs King — Trespass

Jeremiah Chapin of Springfield in ye County of Hampshire yeoman Pltff vs Parmenas King late of Windsor in ye County of Hartford and Colony of Connecticut yeoman Deft, In a plea of the Case for that ye said Parmenas at said Springfield on ye fourth day of June Anno 1765 by his note of that date for value rec promised one Nathaniel Chapin to pay him or his order fourteen pounds 12/7 on demand with Interest And afterwards Viz, ye same Day at said Springfield said Nathaniel by his Indorsment ordered ye Contents of said Note to be paid to ye said Jeremiah of all which the said Parmenas Instantly had notice, and in consideration thereof promised said Jeremiah to pay him ye same accordingly on demand &c as in the Writ — The Pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly makes default of appearance Afterwards Richard Woolworth of Springfield who was Bail for ye said Parmenas comes into Court and brings ye said Parmenas and prays to be Discharged, And it is ordered that the said Woolworth be discharged and the said Parmenas committed agreable to one Statute of this Province And It is likewise considered that the said Jeremiah do recover against ye said Parmenas Seventeen pounds 14/7½ of lawfull money Damages and one pound 16/6 Cost of Court & thereof &c — Execution 28th Sept 1767

Lancelot Exr vs Glover — Trespass

Sarah Lancelot of Wethersfield in ye County of Hartford and Colony of Connecticut Widow and Gentlewoman Executrix of the Last Will and

Testament of Samuel Lancelot late of Wethersfield yeoman Dec^d
Pt vs Samuel Glover of Wilbraham in ye County of Hampshire
yeoman Deft, In a plea of ye case for that said Samuel Glover at said Springfield
on ye Twentieth Day of Septr Anno 1764 being justly indebted to ye said
Samuel Lancelott the living in ye sum of Six pounds 5/6 according
to ye Account annexed to the Writ, and in Consideration thereof
promised said Saml Lancelott to pay him ye same on demand &c as in ye Writ
The Pt appears by John Worthington Esqr her Attorney and ye Deft being
three times publickly called makes default of appearance in Court,
It is therefore considered by the Court that the said Sarah in her Capacity aforesaid do recover
against the said Saml Glover the sum of six pounds 5/6 of lawfull money
Damages and Cost of Court taxed at two pounds 2/9 and thereof &c
Execon ie 24th Septr 1767

Lancelot
Ex^r vs
Glover

John Averell of Westminster in ye County of Cumberland and Province
of New York yeoman Pt vs Elijah Alvord of South Hadley in ye County of
Hampshire yeoman Deft — In a plea of the Case for that said Elijah at
said Springfield on ye ninth day of June Anno ye 1764 by his note of that
date for Value rec^d promised said John Averell to pay him ye Value of
forty five pounds in English and West India Goods by ye first day of Sept^r
then next &c as in the Writ — The Pt appears by John Worthington Esqr
his Attorney and ye Deft being three times publickly called to come
into Court makes default of appearance — Therefore It is considered
by the Court that the said John do recover against ye said Elijah the sum of
forty five pounds lawfull money damages and Cost of Court taxed at
three pounds 0/6 and thereof the may have his Ex^n — Execon ie 24th Septr 1767

Averell
vs
Alvord
V/3

Nicholas Cooke of Providence in ye County of Providence and Colony of
Rhode Island Esqr Pt Elijah Marcy of Sturbridge in ye County of Worcester
yeoman Deft, In a plea of ye case for that said Elijah at Springfield on ye
first day of May Anno ye 1761 by his Note of that date for Value rec^d promised
said Nicholas to pay him or order four pounds 4/0 lawfull money on
demand with Interest &c as in ye Writ — The Pt appears by John
Worthington Esqr his Attorney and ye Deft being three times publickly
called makes default of appearance in Court — Therefore It is
considered by the Court that the said Nicholas do recover against ye
said Elijah five pounds 1/0½ of lawfull money damages and Cost of Court
taxed at three pounds 1/10 and thereof &c — Execon ie 19th Decr 1767

Cooke Esqr
vs
Marcy
V/4

John Worthington of Springfield in ye County of Hampshire Esqr Pt vs
Elijah Marcy of Sturbridge in ye County of Worcester yeoman Deft
In a plea of the Case for that said Elijah at said Springfield on ye last
day of June last owed the Pt ye sum of two pounds 12/4 for service
done and for Cash expended by ye Pt for him ye said Elijah before that
time at said Elijah's request according to ye Account annexed to ye
Writ and ye said Elijah in Consideration thereof promised ye Pt to pay
him ye same on demand &c as in ye Writ — The Pt appears in his
proper person and ye Deft being three times publickly called makes
default of appearance in Court — Therefore It is considered by ye Court
that ye said John do recover against ye said Elijah ye sum of two pounds 12/4 of lawfull
money damages & Cost of Court taxed at one pound 16/4 and thereof &c
Execon is 12th Decr 1767

Worthington
vs
Eundem
V/5

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190 Nash vs May

Noah Nash of Hatfield in ye County of Hampshire yeoman Pltiff vs Samuel May of Dudley in ye County of Worcester yeoman Deft In a Plea of the Case for that said Samuel at Springfield on ye nineteenth Day of June Dom 1765 by his note of that date for Valued promised s^d Noah to pay him or order five pounds 2/ on demand with Interest &c as in the Writ — The Pltiff appears by John Worthington Esqr his Attorney and the Deft being three times publickly called makes Default of appearance in Court — Therefore it is considered by the Court that the said Noah do recover against ye said Samuel ye Sum of four pounds 15/0¼ of lawfull money damages and Cost of Court taxed at two pound 5/2 and thereof &c — Execution ad

Chapin vs Alvord

Jeremiah Chapin late of Springfield now of South Hadley in ye County of Hampshire yeoman Pltiff vs Nathan Alvord of said South Hadley yeoman Deft In a plea of the Case for that said Nathan at Springfield on ye twenty fourth Day of April A^d 1765 by his note of that date for Valued promised said Jeremiah to pay him ye Value of sixty pounds with ye Interest thereof in neat Cattle within five years from ye Date of said note and in five yearly Equal payments of ye Principal Sum and ye Interest thereof that is to say one fifth part thereof being twelve pounds with Interest thereof within one year from ye Date of ye note and one other fifth part with ye Interest thereof within two years &c as in ye Writ — The Pltiff appears by John Worthington Esqr his Attorney and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Jeremiah do recover against ye said Nathan the sum of of lawfull money damages and Cost of Court taxed at one pound 10/0 and thereof &c —

Colton vs Bishop Thompson

Samuel Colton ye second of Springfield in ye County of Hampshire trader Pltiff vs Daniel Thompson yeoman and Ebenezer Bishop yeoman both of Brimfield in the County of Hampshire Defts In a plea of ye Case for that said Daniel and Ebenezer at said Springfield on ye Second day of August Dom 1765 by their note of that date for Value Recd promised said Samuel to pay him ye eight pounds 10/0 on demand with Interest &c till paid as in the Writ

The Pltiff appears by John Worthington Esqr his Attorney and ye Defts being three times publickly called make default of appearance in Court Therefore it is considered by the Court that the said Samuel do recover against the said Daniel and Ebenezer Nine pounds 11/4¾ of lawfull money damages and Cost of Court taxed at two pounds 0/0 and thereof &c — Execution ad 24th Sept 1767

Green vs Grow

Jacob Green of Stafford in ye County of Hartford and Colony of Connecticut Jurr yeoman Pltiff vs James Grow of Monson in ye County of Hampshire yeoman Deft In a plea of the Case for that said James at Springfield on ye twenty first day of Jany Dom 1765 by his note of that date for Value Recd promised said Jacob to pay him twenty four pounds lawfull money at or before the first day of April in the year 1766 with lawfull Interest for the same from ye Date of said Note till paid &c as in ye Writ

The Pltiff appears by John Worthington Esqr his Attorney and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that ye said Jacob do recover against ye said James Grow the sum of twenty seven pounds 15/3½ of lawfull money damages and Cost of Court taxed at two pound 1/4 & thereof &c Execution ad 24th Sept 1767

Hampshire ss George the third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c

To the Sheriff of our County of Hampshire his under Sheriff or Deputy Greeting.

Whereas on the Eighth day of May last Simeon Cadwell of Wilbraham yeoman Daniel Cadwell of said Wilbraham yeoman and Aaron Alvord of said Wilbraham yeoman all in our said County of Hampshire personally appeared at Springfield in our said County before John Worthington Esqr one of our Justices assigned to keep the Peace in said County and acknowledged themselves to be severally indebted to us in the respective Sums following Viz^t the said Simeon as principal in the Sum of twenty pounds and the said Daniel and Aaron as his Surities in the Sum of ten pounds each to be levied on their Goods or Chattels, Lands or Tenements and in want thereof on their Bodies to the use of us our Heirs or successors if default should be made in the performance of the Condition following Viz — That if the said Simeon Cadwell should personally appear before our Justices at our Court of General Sessions of the Peace then next to be holden at said Springfield within the said County on the third Tuesday of May then and there Cognizant to answer to such Things as should be objected against him on our Behalf & particularly to the Complaint of Jonathan Dwight of said Springfield yeoman made to the said John Worthington on the seventh day of said May against the said Simeon setting forth that said Simeon on the fifth day of the said May & in the Night Time time of the same day did feloniously and with force and arms break and enter the Shop of Josiah Dwight of said Springfield then in the Occupation of the said Josiah and Jonathan and that said Simeon did then and there Steal take and carry away Sundry Peices of Silver Coin Viz^t) one peice of French Coin of the Value of Six Shillings twenty half Pistareen of the Value of Seven pence each Six peices called Quarters of Dollars of the Value of Eighteen pence each and ten peices called half Quarters of Dollars of the Value of nine pence each four peices called New England Shillings of the Value of twelve pence each Fifty Copper half pence of the Value of three farthings each all of the Goods and Chattels of the said Josiah and Jonathan and should do and decree that which by the said Court should be then and there enjoined him and not depart without Licence then the Recognizance aforesaid was to be Void and of none effect but otherwise to abide in full force Power & Virtue — & Whereas at our said Court of General Sessions of the Peace holden at the Springfield within and for our said County on the said Third Tuesday of May the said Simeon being three times solemnly called to come into Court then and there did not appear nor come into Court but made default thereof And by the said Simeon's default of appearance as aforesd the said Sums are forfeited to us and have not been paid but still remain due and to be levied in manner aforesaid for our Use, We willing to have the Sums so due speedily paid to us and satisfied as Justice requires; Command you that you make known to the said Simeon and to the said Daniel and Aaron that they appear before our Justices of our Inferiour Court of common pleas to be holden at said Springfield on the last Tuesday of August next to shew Cause if any they have why the

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D^s Rex v^s Cadwell &c

190

1792

Ds Rex
vs
Cadwell

Execution should not issue against said Simeon for twenty pounds and against said Daniel and Aaron for ten pounds Lawfull forfeitures as aforesaid and Costs of suit and further to do and receive what our said Court shall then and there consider concerning them in this Behalf - And have you there this Writ with your doings therein Wittness Israel Williams Esqr at Springfield this twentieth day of July in ye seventh year of our reign Dom 1767 John Worthington Esqr in behalf of our Sovereign Lord ye King appear and humbly Prays that this Case May be continued one of ye Defts to wit Simeon Cadwell being out of the Provinc, And Upon ye Motion It is ordered that the Case be continued until ye second Tuesday of November next ensuing

Fitch
vs
Gordon

1792

Medinah Fitch of Windsor in ye County of Hartford and Colony of Connecticut yeoman Plt vs Samuel Gordon of Oakham in ye County of Worcester yeoman Deft In a plea of Debt set forth in ye declaration in the Writ in these words viz
for that whereas said Medinah by the Consideration of our Justices of our Inferiour Court of common pleas holden at Springfield within and for our County of Hampshire on the third Tuesday May in ye fifth year of our reign recovered against said Samuel Gordon ye sum of Sixteen pounds 7/ Damages and also six pounds 16/5 for Cost and Charges by him about his Suit in that Behalf expended whereof ye said Samuel is convict as thus appears of record & also judgment be thereof rendered yet Execution for ye Damages and Cost aforesaid excepting for ten pounds part thereof doth yet remain to be made, Whereof ye said Medinah hath supplicated us to provide remedy for him in that Behalf, now to ye End that Justice may be done We command you that you make known unto ye said Samll Gordon yt he be before our Justices of our said Inferiour Court of common Pleas next to be holden at Springfield within and for our said County of Hampshire on ye last Tuesday of August next to shew cause if any he have Wherefore ye said Medinah ought not to have his Execution against him the said ~~Medinah~~ Samll for ye Damage and Cost aforesaid excepting as aforesd and further to do and receive what our said Court shall then Consider
The Plt appears by John Worthington Esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court
Therefore It is considered by ye Court that the said Medinah ~~recover~~ have his Execution against ye Samuel for ~~against ye said Samuel~~ thirteen pounds 16/5 lawfull money Debt and Cost of Court taxed at two pounds 5/4 Whereof he Execution is to issue 24th Sept 1767

Colton
vs
Hou

1792

Charles Colton of Springfield in ye County of Hampshire yeoman Plt vs William How of Cambridge in ye County of Middlesex yeoman Deft In a plea of ye Case for that said William at said Springfield on ye first day of June last was justly indebted to ye said Charles in ye sum of four pounds 3/6 for so much money before that time by the said William received of ye said Charles to his ye said Charles use and In consideration thereof the said William then and there promised ye said Charles to pay him ye same sum on demand yet said Willm tho often requested hath never paid ye same or any part thereof but unjustly neglects it To ye damage of ye said Charles Five pounds, The Parties appear by their respective Attys and at ye Motion of ye Deft it is ordered that ye Plt procure some sufficient Person to Indorse his Writ wth he failing to do ye Plt was called and ordered to be nonsuit and It is further considered that ye Deft do recover against ye Plt two pounds 6/ with his agent for his Costs in defending ye suit of the said Charles and thereof he may have his Execution — Execution issue 28 Sept 1767

Samuel Webb of Murrayfield in ye County of Hampshire yeoman Pltff vs Isaac Mixer yeoman and Timothy Smith yeoman both of said Murrayfield Deffts In a plea of Trespass for that the said Isaac and Timothy at said Murrayfield on the twenty second day of July current one Mary Bunker a minor between thirteen and fourteen years of Age a servant and apprentice of ye Pltff Samuel lawfully and rightfully retained in his Service to labour with and serve ye said Samuel in the Houshold affairs and Business of his Family until she should arrive to ye Age of eighteen years, out of the House & service of the said Samuel with force and Arms took and carried away into parts to the said Samuel unknown and the same Servant Maid ye said Isaac and Timothy have ever since detained in such parts to ye said Samuel unknown and out of his service have kept and detained and yet keep & detain her so that said Samuel hath intirely lost ye Benefit of her service for said Term all which is contrary to Law and against the Kings Peace To the damage of the said Samuel as he saith ye sum of Ten pounds

Webb vs Mixer & Smith 1783

The Pltff appears by John Worthington Esq his Attorney and the said Isaac and Timothy by Joseph Hawley Esq their Attorney come & defend ye force &c and say that they are not guilty in manner and form as the said Samuel in his writ against them has alledged and thereof put themselves on ye Country, & the Pltff likewise

Thereupon ye Jurors at this time according to ye Form and effect of the statutes in this Case provided returned and impanelled being demanded likewise come here, Who to say the Truth concerning the Premises being duly sworn by Mr Nathaniel Pelton their foreman declare upon their Oath ye they find for the Pltff Twenty Shillings damages & Cost of Court

It is therefore considered by the Court that the said Samuel do recover against ye said Isaac and Timothy the sum of one pound of lawfull money damages and Cost of Court taxed at nine pound 6s 1d and thereof &c

Execon is d 12th October 1783

Pratt vs Selman 1784

Shinehas Pratt of Granville in ye County of Hampshire Gentn Pltff vs Asahel Selman of said Granville yeoman Deft in a plea of the Case For that said Asahel at said Springfield on the fourth day of February last past by his note of that date for Value rec promised said Shinehas to pay him six pounds six shillings and nine pence on demand with Interest &c as in the Writ

The Pltff appears by John Worthington Esq his Attn and ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Shinehas do recover against ye said Asahel six pounds 4s 7½d of lawfull money damages and Cost of Court taxed at two pounds 0s 10d and thereof &c

Execon is d 23d September 1783

Jerry vs Buttons 1785

Mark Jerry of Monson in ye County of Hampshire yeoman Pltff vs Daniel Button late of Hartford in ye County of Hartford and Colony of Connecticut yeoman now of South Hadley in ye County of Hampshire yeoman Deft In a plea that said Daniel render to said Mark Eighteen pounds 0s 0d which to said Mark he owes and from him unjustly detains and whereon said Mark says that the Pltff Daniel at Springfield on ye Eleventh day of May 1783 by his Bond of that date in Court to be produced bound himself to said Mark in ye sum of eighteen pounds 0s 0d to be paid him on demand & asing that

The Pltff appears by John Worthington Esq his Attn and ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by ye Court that the said Mark do recover against ye said Daniel ye sum of Eleven pounds 13s 0d lawfull money Debt & Cost of Court taxed at one pound 10s 0d and thereof &c

Execon is d 17th August 1784

186

Warner vs Bristol Negro

Daniel Warner of Wilbraham in the County of Hampshire yeoman Pltiff vs Bristol a Negro of Monson in said County Labourer Deft in a plea of the case for that said Bristol at Springfield on the twenty seventh day of August Anno 1766 by his note of that date for value rec promised said Daniel to pay him or order three pounds 15/ on demand with Interest &c as in the Writ — The Pltiff appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Daniel do recover against the said Bristol the Sum of four pounds of lawfull mony damages and Cost of Court taxed at one pound 18/ and thereof &c — Execution is 21st October 1767

187

Gill vs Patterson

Elizabeth Gill of Brookfield in the County of ~~Hampshire~~ Worcester Widow Pltiff vs Joseph Patterson of Ware in the County of Hampshire yeoman Deft In a plea that he render unto said Elizabeth the Sum of five pounds seven shillings and seven pence three farthings of lawfull money damages and also two pounds & six pence for her Cost and Charges which she recovered by the Consideration of our Justices of our Inferiour Court holden at Springfield on the third Tuesday of May 1766, whereof the said Joseph Patterson is convict as to us appears of record and altho judgment be there of rendered yet the Execution remains to be made for the damage and Cost whereof said Elizabeth hath supplicated us to provide remedy for herein wherefore Behalf, Now to the End that Justice be done, We command you that you make known unto the said Joseph that he be before our Justices of our Inferiour Court of common pleas to be holden at Springfield on the last Tuesday of August next to shew cause if any there be why the said Elizabeth ought not to have her Execution against him the said Joseph for her damages and Cost &c as in the Writ — The Pltiff appears by John Worthington Esq her Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Elizabeth ~~do~~ have her Execution ~~recover~~ against the said Joseph for seven pounds 3/1¾ of lawfull money Debt and Cost of Court taxed at two pounds 4/6 thereof &c — It is also considered that the said Elizabeth do recover against the said Joseph — Execution is 13th October 1767

Rose vs Nash

188

Samuel Rose of Wethersfield in the County of Hartford and Colony of Connecticutt yeoman Pltiff vs Eleazer Nash of South Hadley in the County of Hampshire yeoman Deft In a plea of the case for that the said Eleazer at Springfield on the twenty first day of August by his note of the Date for value rec promised the Samuel to pay him Eleven pounds 11/ within two months from the date of said note with Interest thereon The Pltiff appears by John Worthington Esq his Att and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Samuel do recover against the said Eleazer the Sum of thirteen pounds 3/1½ of lawfull money damages and Cost of Court taxed at two pound 3/ and thereof &c — Execution is 21st September 1767

Idem vs Lewis

189

Samuel Rose of Wethersfield in the County of Hartford and Colony of Connecticutt yeoman Pltiff vs Noadiah Lewis of Amherst in the County of Hampshire yeoman Deft, In a plea of the case for that said Noadiah at Springfield on the twelfth day of July Anno 1765 by his note of that date for value rec promised said Samuel to pay him seven pounds 7/ within three years from the date of said Note with Interest till paid &c as in the Writ — The

The Pltt appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Rose Samuel do recover against the said Noadiah w Sum of six pounds seven shillings and seven pence one farthing of lawfull mony damages and Cost of Court taxed at two pounds 5/9 and thereof &c — Execution 24th Sept 1767

Rose vs Lewis 163

Nathaniel Danielson of Springfield in w County of Hampshire yeoman Pltt vs Benjamin Parsons of Palmer in said County yeoman Deft In a plea of w Case for that said Benjamin at Springfield on w fifth day of February Anno Dom 1766 by his note of that date for value rec promised w Nathaniel to pay him fifteen pounds by the first day of January then next ensuing with Interest till paid, &c as in the Writ

The Pltt appears by John Worthington Esq his Attorney and w Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Nathaniel do recover against the said Benjamin the sum Sixteen pounds 1/3½ of lawfull money damages and cost of Court taxed at £2,,2 and thereof &c

Execution issued 23d September 1767

Danielson vs Parsons 190

Lephaniah Taylor of Springfield in the County of Hampshire yeoman Pltt vs Joseph Stannard of Springfield in said County yeoman Deft In a plea of the Case Pltt that said Joseph at said Springfield on w sixth day of Feb Anno Dom 1765 by his Note of that date for value rec promised said Lephaniah to pay him or his ord Two pounds four shillings Sterling on demand wth Interest &c as in w Writ, Yt Pltt appears by John Worthington Esq his Attorney and w Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said Lephaniah do recover against the said Joseph w Sum of two pounds 1/7¼ of lawfull mony damages and Cost of Court taxed at one pound 15/2 and thereof &c

Execution issued 16th Nov 1767

Taylor vs Stannard 191

Nathaniel Dwight of Belcher Town in w County of Hampshire Gentn as Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Pltt vs Thomas Andrews of Ware in the said County yeoman Deft, In a plea of the Case for that w^d Thomas at Springfield on w seventh day of June Anno Dom 1764 by his promissory Note in writing under his Hand of that date for value rec promised w said Nathaniel to pay him or his ord Eighteen shillings on demand with Interest — and also for that w said Thomas at Springfield on w 13th day of August Anno Dom 1764 by his other note in writing under his Hand of w last said Date for value rec promised the said Nathaniel to pay him or his order six pounds at or before w tenth day of Nov then next for that also said Thomas at Springfield on w last day of August last being justly indebted to w^d Nathaniel two pounds five shillings and nine pence two farthings to ballance Acct according to w Account annexed to w Writ he w said Thomas then and there assumed on himself and to the said Nathaniel faithfully promised to pay him w same on demand Yet tho often requested w said Thomas hath never fulfilled either of his said Promises or any part thereof But unjustly neglects to do it To the damage of w said Nathaniel as he saith the sum of nine pounds Eighteen shillings — The Pltt appears by John Worthington Esq his

Dwight vs Andrews 192

196
Dwight
vs
Andrews

Attorney. And the said Thomas by Joseph Hawley Esq and Simeon Strong Gentleman his Attornies, comes and defends ye force and Injury when &c and for plea says he never promised in manner and form as the Pltff in his Declaration has alledged against him and thereof puts himself on ye Country and the Pltff likewise — Thereupon ye jurors at this time according to Form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say ye truth concerning ye premises being duly sworn by Mr Nathaniel Rich their Foreman declare upon their their Oath that they find for ye Pltff the sums sued for Namely nine pounds seven shillings and one penny and Cost of Court

It is therefore considered by the Court that the said Nathaniel do recover against the said Thomas the sum of Nine pounds 7/1 of lawfull money damages and Cost of Court taxed at three pounds 10/0 and thereof &c

Execn issued 23d September 1767

Shearer
vs
Martin
193

John Shearer of Palmer in ye County of Hampshire yeoman Pltff vs Thomas Martin late of Wilbraham in sd County yeoman Deft In a plea of the Case for that said Thomas at Springfield on ye twenty fifth day of May Anno 1767 by his Note of that date for Value rec promised said John to pay him two pounds ten shillings lawfull money by the twenty fifth day of August then next with lawfull Interest &c as in the Writ

The Pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said John do recover against the said Thomas ye sum of two pounds 13/0¾ of lawfull money damages and Cost of Court taxed at two pounds 5/7 and thereof &c

Execn is 23d September 1767

Golding
vs
Gilmore
194

Palmer Golding of Worcester in ye County of Worcester yeoman Pltff vs David Gilmore late of Palmer now of Murrayfield in ye County of Hampshire yeoman Deft In a plea that said David render to ye said Palmer Two pounds 13/2 which the said Palmer he owes and from him unjustly detains & whereon said Palmer declares and says that at Springfield on the thirteenth day of Feby in the fourth year of the reign of the Lord the King that now is at a court holden before Josiah Dwight Esq of sd Springfield one of the Justices of the Peace for said County of Hampshire he the said Palmer by the judgment of the said Justice recovered against said David one pound 9/10 for his damages by him sustained by reason of said David not performing to said Palmer his promise before made him & one pound 5/4 for Cost and charges by him about his Suit in ye Behalf expended as by the record thereof in Court to be produced is manifest & appears which judgment is yet in full force not satisfied nor reversed &c as in ye Writ — The Pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Ct

Therefore It is considered by the Court that the said Palmer do recover against the said David ye sum of two pounds 4/0 of lawfull money Debt & Cost of Court taxed at two pound 11/6 and thereof &c — Execn is 27th May 1768

Collins
vs
Leonard
195

Ariel Collins of Springfield in ye County of Hampshire yeoman Pltff vs Benjamin Leonard of said Springfield Junr yeoman Deft In a plea of the Case for that said Benjamin at Springfield on ye twentieth day of Feby Anno 1765 by his note of that date for Value rec promised Ariel to pay him six pound

Pounds seven shillings and nine pence on demand with Interest till paid &c as in ye Writ — The Pltff appears by John Worthington Esqr his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Ariel do recover against ye said Benjamin seven pounds 7/ 1/4 of lawfull money damages and Cost of Court taxed at one pound 11/4 and thereof he may have his Exr — Execn is 12th Decemr 1767

1767 — Collins vs Leonard

Nathaniel Pease of Blanford in ye County of Hampshire yeoman Pltff vs Asa Douglass of a place called Douglass Grant in no Town / But north Westerly of Litchfield and in the County of Berkshire yeoman Deft — In a plea of ye case for that the said Asa at Springfield on ye twenty sixth day of March last past by his promissory note in writing under his Hand of that date for value rec promised the said Nathaniel to pay him or his order thirty pounds within three months from the date of said Note, Yet ye said Asa tho' often requested and the said pay day is long since past hath never paid ye same or any part thereof but unjustly neglects it To the damage of the said Nathaniel as he saith the sum of Thirty five Pounds — The Pltff appears by John Worthington Esq his attorney and ~~ye said~~ Asa Douglass Gentr whose Estate was attached and seized on this Writ by Mark Hopkins Gentr his Attorney comes into Court and says that this Writ is Bad and ought to abate because he says that at the time of the date and purchase of this Writ he was & ever since has been and still is by his majesties Commission an Officer in his Majesties Militia lawfully constituted & qualified Viz at Springfield and yt he the said Asa in the same Writ has not his proper Addition given him in said Writ for that he the said Asa should therein have been called Asa Douglass Gentr and not Asa Douglass yeoman all which he is ready to verify and prove Wherefore because he the said Asa in said Writ is called Asa Douglass yeoman and not Asa Douglass Gentleman he prays that ye said Writ may be abated and he allowed his Costs — Thereupon the premises being seen and fully understood by the Court of the Lord ye King now Here for that it appears to said Court that the Writ of ye aforesaid Nathaniel is good & well brought therefore it ~~does~~ does not abate

And the said Asa by his Attorney aforesaid reserving, ~~which~~ the said plea in Abatement if overruled, and also reserving to himself Liberty of altering his Plea on the Legal of the appeals and pleading any new matter said Asa says that ye Bond in ye Pltfs Declaration mentioned is not his Act and deed and this he is ready to verify and thereof he prays Judgment and Judgment for his Costs And the said Nathaniel by his above named Attr consenting to the reservation says that the plea by the said Asa above pleaded and ye Matters therein contained are an Insufficient Answer to his Declaration and he is not holden by the Laws of ye Land nor obliged to make answer thereto and this he is ready to verify wherefore he prays Judgment for his damages and Cost And ye said Asa says his plea is sufficient

Thereupon all and singular ye premises being seen and fully understood by ye Court of the Lord ye King now here for that it appears to ye said Court that the plea aforesaid of the said Asa by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Nathaniel from proceeding in his said Action against ye said Asa of from his damages aforesaid — whereupon on the parties have further put themselves upon the Judgment of the Court

Therefore It is considered by the Court that the said Nathaniel do recover against ye said Asa the sum of his pounds lawfull money damages and Cost of Court taxed at two pound five shillings and thereof he may have his Execution. The

198

Pease vs Douglas

The said Asa by Jonathan Bliss Gentleman his Attorney appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye ~~third~~ fourth Tuesday of September next ensuing and he recognizes with Surities as the Law directs for the said Asa prosecuting the appeal wth Effect as by said recognizance as on file it appears

Day vs Day

198

William Day of Springfield in ye County of Hampshire yeoman Pt vs Eleazer Day of said Springfield yeoman Deft, In a plea of ye Case For that said Eleazer at said Springfield on the fifth day of March Dom 1766 by his note of that date for Value rec promised said William to pay him ye Value of three pounds 2/6 in Grain by ye first of November then next &c as in the Writ The Pt appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said William do recover against ye said Eleazer three pounds 2/6 of lawfull money damages and Cost of Court taxed at one pound 13/3 and thereof &c

Burbank vs Dunsmoy

198

Abraham Burbank of Sufield in ye County of Hampshire Gentn Pt vs Dan Dunsmoy of Springfield in ye same County yeoman Deft. In a plea of the case For that said Dan at ye Springfield on ye third day of May Dom 1764 by his Note of that date for Value rec promised said Abraham to pay him Eighteen pounds Nineteen shillings Lawfull Money in Cash or the Value thereof in good Neat Cattle, or in good Wheat in two years from the date of ye Note wth Interest till paid &c as in the Writ — The Pt appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Abraham do recover against the said Dan ye sum of Nine pounds 7/10 of lawfull money damages and Cost of Court taxed at one pound 15/10 and thereof &c

Austin vs Winchel

200

Seth Austin of Sufield in the County of Hampshire yeoman Pt vs John Winchel of Springfield in said County yeoman Deft. In a plea of the Case For that said John at said Springfield on the Eleventh day of August Dom 1766 by his note of that date for Value rec promised said Seth to pay him Nine pounds 16/4 Lawfull money on demand wth Interest &c as in ye Writ The Pt appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court now here that the said Seth do recover against the said John ten pounds 8/8 3/4 of lawfull money damages and Cost of Court taxed at one pound 13/6 thereof &c — Execn ye 5th Jan 1768

Whipple vs Allen

201

Daniel Whipple of Ngroton in ye County of New London and in ye Colony of Connecticutt Junior Yeoman Pt vs Noah Allen of Greenfield in ye County of Hampshire yeoman Deft In a plea of the Case For that whereas at said Greenfield on the twenty second day of March last, Discourse was had between the said Daniel and Noah of and concerning the said Noahs providing for the sd Daniel Tornuck White oak Timber said and bolted to be wrought into Staves for making Shake Hogsheads as three men could make in three months and of the said Daniels providing Coopers to manufacture the same into such Casks and of ye sd Noahs carting ye said Staves when wrought to Connecticutt River for said Daniel Ops and Concerning ye said Noahs assisting ye said Daniels men while working said Staves and of said Daniel paying the said Noah therefor, And thereupon it was agreed between the said Noah and Daniel that the said Noah should

provide for the said Daniel so much White Oak Timber to be collected in some one place in said Greenfield well sawd and bolted as should be sufficient to employ three Coopers to be provided and Engaged by said Daniel three months to work up same into Casks as aforesaid and to have the same ready to employ the Workmen by the first day of April then next and that when the same should be wrought as aforesaid to transport said Staves for said Daniel from said place of Manufactureing as aforesaid to said Waterside on Connecticutt River and that the said Noah should duly provide for the said Men that should be employed by said Daniel during their Labor at said Staves for said Term and that the said Daniel in consideration of the said Noahs Collecting sawing & Bolting said Timber Transporting and assisting said Workmen as aforesaid should pay the said Noah the sum of twenty ~~pounds~~ six shillings for every Thousand of Staves as aforesaid for which said Noah should provide Timber and that might be made thereof in said Term by said Men and to pay the same Twenty six Shillings for every Thousand of said Staves on demand after delivery at the Waterside as aforesaid, And the said Daniel then and there promised ~~that~~ said Noah that in Consideration he the said Noah would perform said Agreement on his part that he the said Daniel would well and truly do and perform the same on his part and pay him the said Sum of twenty six shillings for every Thousand of Staves as aforesaid ~~by the time as aforesaid~~ And the said Noah in Consideration thereof then and there promised said Daniel to provide such and so much Timber as aforesaid by the Time as aforesaid to be manufactured as aforesaid, and after so manufactured to transport the Staves aforesd and to assist the Coopers whilst making the Staves as aforesaid & the said Daniel Confiding in the Promises of the said Noah as aforesaid he contracted with and Engaged three Coopers from Preston in Connecticutt to go to said Greenfield and manufacture said Timber for said three Months and provided them to be there by the second day of said April to Enter on said Employment and to continue therein for said Term of three Months and said Daniel says that said three men could in said Term have well wrought twenty five Thousand Staves, and that said Daniel knowing the same well and depending on the Engagements of said Noah contracted with sundry Merchants to supply them with large numbers of Hogsheads made as aforesaid even to the amount of Eight Hundred and the said Daniel says that the said Noah designing to deceive and defraud him in this respect never provided for the said Daniel Timber according to his promise nor enough to make more than four Hundred hogsheads by means whereof the said Daniels men employed by him as aforesaid lost great part of their Time and he was thereby put to great Expence to no purpose and was subjected to great Charge by failure of performing his said Contract for want of said Casks by the said Noahs failure as aforesaid which is to the Damage of the said Daniel Thirty pounds

The Before named Parties Come here and refer the Case to the Final Determination and award of Joseph Root of Montague Gentleman and

200 Whipple vs Allen

David Field of Deerfield Gentr and Salah Barnard of Deerfield Gentleman or any two of them Arbitrators mutually chosen by the said Parties to be made upon the Premises and returned into Court so soon as may be and this Case with the proceedings of the Parties therein is continued untill the next Term of this Court

Barber vs Lee

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Joseph Barber late of Westfield now of Worcester in the County of Worcester Yeoman Pltff vs Ichabod Lee of Westfield in ye County of Hampshire yeoman Deft In a plea of Trespass for that said Ichabod at said Westfield on ye first day of January last past with Force and Arms one Close of the said Joseph there called his Barn Yard with force and Arms did break and enter and one yoke of ye Pltffs Steers about three years old of a Brindled Reddish Colour and of the value of eight pounds the said Ichabod then and there with Force and Arms from ye Pltffs yard aforesaid did take and drive away into parts to the said Joseph unknown and hath kept and detained them from him ever since; all which is contrary to Law and our peace and To the damage of ye said Joseph as he saith the sum of nine pounds

The Pltff appears by John Worthington Esqr his attorney, & the said Ichabod by Simeon Strong Gentr his Attorney comes and defends &c and for plea says that he is not guilty in manner and Form as ye Pltff in his declaration thereof has alledged and thereof puts himself on ye Country —

And the Pltff likewise

Thereupon the jurors at this time according to the form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here, Who to say the Truth concerning the Premises being duly sworn by Mr Nathaniel Rich their foreman declare upon their Oath that they find for ye Pltff seven pounds Damages & Cost of Court

Therefore It is considered by the Court that the said Joseph do recover against the said Ichabod seven pounds of Lawfull money damages and Cost of Court taxed at

The said Ichabod by John Phelps Gentr his attorney appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the 4th Tuesday of September next ensuing and he recognizes with Sureties as the Law directs for the said Ichabod, prosecuting the appeal with Effect as by said recognizance as on file it appears

Burt vs Phelps

203

Ebenezer Burt of Springfield in ye County of Hampshire yeoman Pltff vs Nathaniel Phelps of Northampton in said County yeoman Deft In a plea of the Case for that ye said Ebenezer at said Northampton on ye last day of May Dom 1764 being possessed of sundry Articles of Pewter Ware of ye kinds and values as in the Schedule annexed to the Writ is set forth he the said Ebenezer then and there delivered the same to the said Nathaniel to sell and dispose of the same for him and to account with him therefor, and the said Nathaniel then and there in Consideration thereof assumed on himself and promised said Ebenezer to sell ye same for him and to account with him therefor in a reasonable Time and the said Ebenezer says the said Nathaniel might well have sold the same before this Time and have accounted with the said Ebenezer therefor yet tho' often requested he hath never done it but neglects it to the damage of the said Ebenezer as he saith the sum of Thirty Pounds / The

The Parties above named come here and refer the Case to final Determination and award of Benjamin Day Gentr Elias Lyman yeoman and Lewis Bliss Gentr for any two of them / Arbitrators mutually elected by the said Parties to be made upon the Premises and returned into this Court as soon as may be and the said Parties have Day before the Lord the King here until the second Tuesday of November next ensuing

Burt vs Phelps 204

Timothy Bliss of Springfield in the County of Hampshire Gentr Pltf vs James Phillips of said Springfield yeoman Deft In a plea of the Case for that said James at said Springfield on eighth day of Feby last by his note of that date for Value rec promised said Timothy to pay him Six pounds with Interest till paid &c as in the Writ

Bliss vs Phillips 204

The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said Timothy do recover against the said James the sum of Six pounds 4/6¾ of lawfull money damages and Cost of Court taxed at one pound 11/4 & thereof &c

Execution is 16th Nov 1767

Pynchon vs Williston 205

George Pynchon of Springfield in the County of Hampshire Gentr Pltf vs Joseph Williston in said County yeoman Deft In a plea of the Case for that said Joseph at said Springfield on the thirty first day of July Dom 1762 by his note of that date for Value rec promised said George to pay him three pounds seven shillings and two pence on demand with Interest &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said George do recover against the said Joseph the sum of four pounds 17/9¼ of lawfull money damages and Cost of Court taxed at one pound 11/4 and thereof &c — Execution Issued 26th of Mar 1760

Pynchon vs Leonard 206

George Pynchon of Springfield in the County of Hampshire Gentr Pltf vs Samuel Leonard of said Springfield yeoman Deft, In a plea of the Case for that said Samuel at said Springfield on the ninth day of November Anno Dom 1763 by his note of that date for Value rec promised said George to pay him or his order one pound eighteen shillings and eight pence two farthings on demand with Interest for the same till paid, and also for that said Samuel at said Springfield on the last day of June last being justly indebted to the said George in the sum of thirty three pounds eighteen shillings and two pence for Sundry Goods Wares and Merchandizes before that time sold & delivered by said George to said Samuel at his special Instance and request and seventeen shillings and eight pence for two Writs and Attorneys fees thereof and Service thereof discontinued by said George at said Samuels request, he said Samuel then and there in consideration thereof promised said George to pay him the same on demand, yet said Samuel tho often requested hath never performed either of his said promises but unjustly neglects, and also for that the said Samuel at said Springfield on the last day of August Dom 1766 being justly indebted to said George in the sum of two pounds six shillings and six pence two farthings for so much by the said George then paid for the said Samuel to Joseph Pease of Sheffield at said Samuels special Instance and

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request he the said Samuel in Consideration thereof promised said George then and there to pay him said Sum on demand but the Court do

Pynchon vs Leonard

of the said George Pynchon as he saith the Sum of Forty pounds Damage

The Pt appears by John Worthington Esq his Attorney and the within named Leonard by Joseph Hawley Esq his Attorney comes and defends and says that he never promised in manner and form as the within named Pynchon in this Writ against him has alledged and thereof puts himself on the Country — And the said George by his aforesaid Attorney reserving to himself Liberty of waiving this demurrer on the Trial of the appeal and then joining the Issue tendred says that the Defts Plea above pleaded and the matters therein contained is an Insufficient answer to his Declaration and that he is not holden by Law to answer thereto and this he is ready to prove wherefore he prays judgment for his damages and Cost

And the said Leonard says his Plea is sufficient — Thereupon the Premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court of the said Lord the King that the plea aforesaid of the said Leonard and the matters therein contained are sufficient in Law to preclude the said George from having his aforesaid Action maintained against the said Leonard — Therefore It is considered that the said George by his plea aforesaid have nothing but that for his groundless demands he be in mercy &c — It is also considered ~~by~~ that the said Leonard do recover against the said George the sum of of Law full money allowed him with his Agent for his Costs in defending the suit of the said George and thereof he may have his Execution

The said George by his above named Attorney appeals from the judgment of this Court to the superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and here cognizes with Sureties as the Law directs for the said Leonard, prosecuting the appeal with Effect as by said Recognizance as on file it appears

Horton vs Leonard

Timothy Horton of Springfield in the County of Hampshire yeoman Pltiff vs Joseph Leonard of said Springfield yeoman Deft In a plea of Covenant broken and whereon said Timothy says that at said Springfield on the second day of May in the sixth year of our Reign the said Joseph Leonard made Sealed & Delivered to the said Timothy his (the said Josephs) Deed poll the Date whereof is the Day and year last aforesaid by which Deed in Court to be produced It is Witnessed that the said Joseph for and in Consideration of the Sum of Sixteen pounds current money of Hirs the said Joseph before the Ensealing said Deed paid by said Timothy did then and there by said Deed freely clearly and absolutely give grant bargain sell alienate convey and confirm unto the said Timothy his Heirs and assigns forever a tract of Land in said Springfield on the West side Connecticut River and South side Agawaum River containing Eight Acres and bounding North Easterly on land assigned to the Widow Leonard mother to said Joseph as her Dower in her late Husbands Estate and now in her possession North Westerly on a Ditch South Westerly on the foot of a Hill near the Highway and Extending Westerly up a Brook so far as to make Eight Acres to hold

Hold the said Granted and Bargained Premises with ye Appurtenances and Priveledges thereto belonging to him ye said Timothy his Heirs and Assigns to his and their proper Use and Benefit and Behoof forever and ye said Joseph then and there by the same Deed did for himself his Heirs Executors and Adms covenant promise grant to and with Timothy his Heirs and Assigns forever that before and until ye Ensealing of said Deed he was the true sole proper and Lawfull owner and possessor of the said Bargained Premises with the Appurtenances and ye had in himself good right, full power and lawfull authority to give grant Bargain sell and aliene convey and Confirm ye same as aforesd and that free and clear & freely and clearly executed and acquitted and Discharged of and from all other Gifts, Grants, Bargains, Sales, Leases Mortgages, Wills, Intails, Joynters, Dowries, Executions and Incumbrances whatsoever and furthermore by the same Deed ye said Joseph then and there for himself his Heirs, Exors and Adms did covenant promise & engage the before granted Premises with the appurtenances to him the said Timothy his Heirs and Assigns forever to warrant secure and defend against the Lawfull Claims and demands of any person or persons whatsoever and the said Timothy avers and declares that at the time of ye Ensealing and Delivery of ye same Deed ye said Joseph was not the true sole proper and lawfull owner and possessor of the said Bargained Premises & that ye said Joseph had not good right, full power and lawfull authority to grant, Bargain sell and convey the same as aforesaid and that the same was not then nor at any time since free or clear nor freely acquited and discharged from all Execution and Incumbrances and that the said Joseph hath not secured or defended the same Bargained Premises with the appurtenances to the said Timothy against the lawfull Claims and demands of all persons. But ye said Timothy says that before ye time of sealing and delivery of the same Deed one Benjamin Day of said Springfield had sued out a Writ of Attachment from the Inferiour Court of common pleas in said County of Hampshire in form as by Law is prescribed against said Joseph returnable to ye same Court on ye last Tuesday of August then next (viz. the Sheriff of ye County) by which Writ you attached the said Bargained premises according to ye Command of said Writ for Security to satisfy the judgment which said Benjamin might recover on the Tryal of ye same Cause which was in said Writ particularly and at large set forth and at the said Inferiour Court on ye last Tuesday of August it was so proceeded in ye said Cause that said Benjamin recovered judgment against said Joseph for the sum of ten pounds one shillings and two farthings damages and one pound seventeen shillings and ten pence Cost of Suit and thereon afterwards at said Springfield sued out the Writ of Execution on ye judgment aforesaid in form as by the Law of this Province is prescribed and afterwards Viz on thirtieth day of September last the same Execon being then in full (viz. the Sheriff &c) you levied the same on five Acres and one half acre of land parcel of said Eight Acres aforesd lying on both sides of the Brook and under the said Great Hill and then and there delivered Seisin and possession thereof to said Benjamin in order to satisfie him of the sums aforesaid ye same being first appraised

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Horton
v
Leonard

appriziyed according to the Law of this province in that Case provided and the said Benjamin then and there accepted ye same accordingly in satisfaction and Discharge of the sums and thereupon by law became seized thereof fully and absolutely in his own right, and yt Timothy never could lawfully enter upon and enjoy the same five Acres and half parcel of the said eight Acres but hath by the Attachment and levying the Executions of the said Benjamin as aforesaid been wholly Dispized thereof and the said Joseph hath broken his Covenant and not kept ye same To ye Damage of the said Timothy as he saith the sum of Twenty pounds

The parties by their respective Attornies come here ye Deft agreeing not to appeal from the judgment of this Court humbly pray that the Case may be continued until the next Term, And It is considered by the Court that the said parties have a further day before the Lord the King in this Court here until ye second Tuesday of November next Ensuing

Gray
v
Stewart
200

James Gray of Stockbridge in ye County of Berkshire Gentn Pltf vs John Stewart of Colrain in the County of Hampshire yeoman Deft in a plea of the Case for that said John at Springfield on the sixth day of December last past by his Note of that date for value rec promised said James to pay him or order Three pounds six shillings by the first day of May then next with Interest Pleas in Writ

The Pltf appears by John Worthington Esq his Attn and ye Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said James do recover against the said John the sum of three pounds 1d/9 1/2 of lawfull mony damages and Cost of Court taxed at two pound 15/4 & thereof &c — Execon iss 13th Octo 1767

Bush
v
How
201

Solomon Bush of Ware in the County of Hampshire yeoman Pltf vs Joseph How of Marlborough in ye County of Middlesex Gentn Deft — In a plea of the Case for that said Joseph at Springfield on ye thirty first day of Octo An no Dom 1766 by his promissory note of that date in writing under his hand for value rec promised the said Solomon Bush to pay him or order Eleven pounds eight shillings in manner following Viz to deliver to ye Pltf at a suitable place on his farm in Ware which he bought of said Joseph Timber well hewed of a proper Length and Size and sufficient for a dwelling House twenty four feet long and twenty Eight feet Wide for one room upright and a Back Lintel Stick worth excepted, and also Seven thousand of Shingles at the same place said Timber and Shingles Valued at eight pounds and the Residue of the said Sum of Eleven pounds eight Shillings in money the whole to be paid and delivered at or before the first day of May then next yet said Joseph tho' often requested hath never delivered said Timber and Shingles according to his promise tho the Pltf was allways ready to receive the same at ye place of Delivery nor hath the said Joseph ever paid the Residue of said Note in Money or any other way nor any way fulfilled his said Promise but unjustly neglects it To the damage of the said Solomon as he saith ye sum of Fifteen pounds

The Pltf appears by John Worthington Esq his Attorney and ye Deft Joseph by Joseph Hawley Esq his Attorney comes and defends &c and says that it was difficult for him to procure ye Timber within promised at that time which he ought to have done but Notwithstanding he did procure most of it according to his Promise and this he is ready to verific & therefore prays Judgt that ye Pltf may be barred of his Action

And the said Solomon by his within named Attorney says that he ought not to be barred of having and maintaining his said Action against the said Joseph by that his the said Josephs plea Because he says that ye said plea and ye matters therein contained are an insufficient Answer to ye Within Declaration and that he is not holden to reply thereto and therefore because the said Joseph has not given a sufficient answer in the said plea to his said Declaration he prays that his damages and Costs may be adjudged to him. And ye said Joseph say his plea is sufficient

Bush v How

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Thereupon all and singular the premises being seen and fully understood by the Court of the Lord the King now here for that it appears to the said Court that the plea aforesaid of the said Joseph by him in manner and form above pleaded and the matters therein contained are not sufficient in law to preclude the said Solomon from proceeding in his said Action against the said Joseph or from his damages aforesaid

It is therefore considered by ye Court that the said Solomon do recover against the said Joseph ye Sum of Eleven pounds 0/ of lawfull money damages & Cost of Court taxed at =

The said Joseph by his abovenamed Attorney appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Surities as the law directs for the said Joseph to prosecute the appeal with Effect as by said recognizance as on file appears

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Sacket v Noble

Benoni Sacket of Westfield in ye County of Hampshire yeoman Pltff vs Asa Noble of said Westfield Gent. Deft, In a plea whereon said Benoni complains that on the twenty ninth day of June Anno 1767 at a justices Court for the Trial of small Causes before Elad Taylor Esq at his dwelling House in Westfield he recovered judgment against said Asa for the sum of six shillings and three pence lawfull money Damages and Cost of Suit taxed at 18/2 litte money from which judgment ye said Asa appealed to this Honble Court and recognized with Surities to prosecute his appeal But has failed wherefore your Compt prays affirmation of former judgment with additional Cost

The pltff appeared by John Thelas Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that the said Benoni do recover against ye said Asa the sum of six shillings & three pence lawfull money Damages and Cost of Court taxed at two pound 3/ and therefore &c

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Warner v Bliss Junior

Samuel Warner of Willbraham in ye County of Hampshire yeoman Pltff vs Ebenezer Bliss Junr of Springfield in said County yeoman Deft In a plea of ye Case for that said Ebenezer at Springfield by ye name of Ebenr Bliss of Monson on ye fourth day of Oct Anno 1765 by his note of yt date for value rec promised ye Samuel to pay him two pounds 2/ on demand with Interest &c as in ye Writ — The Pltff appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye Pltff do recover against ye Deft the sum of two pounds 11/p 3/4 of lawfull money damages and Cost of Court taxed at 4/ 3/ and therefore &c

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Hitchcock v Bliss

Luke Hitchcock of Greenwich in ye County of Hampshire Gentn Pltff vs Samuel Bliss of Springfield in said County yeoman Deft In a plea of the Case for yt said Sam at Springfield on ye sixth day of March Anno 1765 by his note of yt date for value rec promised ye Luke to pay him or order thirty eight pounds 38/ lawfull money on demand with Interest &c as in ye Writ

The Pltff appears by John Worthington Esq his Attorney & ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court yt ye Pltff Luke do recover against ye said Samuel twenty two pounds 19/7 1/2 of lawfull money damages & Cost of Court taxed at two pound 4/ and therefore &c

Recd in 10 Mar 1768

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Hamilton
v
Dumbleton
243

Silas Hamilton of Deerfield in County of Hampshire Yeoman Ptiff vs Samuel Dumbleton of Springfield in said County Yeoman Deft In a plea of Debt for that ye Samd at ye Springfield on ye Nineteenth day of June Dom 1766 by his note of that date for valued promised ye Silas to pay him two pounds 2/ by ye first of August then next with Interest &c as in the Writ — The Ptiff appears by John Worthington Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said Silas do recover against the said Samd two pound 12/11½ of lawfull money damages and Cost of Court taxed at two pound 3/11 — and thereof he may have his Execn

Janes
v
Woolcott
244

Elijah Janes of Springfield in the County of Hampshire Yeoman Ptiff vs Nathaniel Woolcott of Brookfield in ye County of Worcester Gentn Deft In a plea of the Case for that ye Nathaniel at Springfield on the twenty third day of April Dom 1766 by his Note of that date for valued promised Elijah to pay him Ten pounds six shillings within one Year and three Months from ye Date of said Note with Interest &c as in the Writ
The Ptiff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that the said Elijah do recover against the said Nathaniel the sum of Eleven pounds 2/6 and Cost of Court taxed at two pounds 4/6 and thereof &c —

The foregoing Judgments orders & appeals & being entered up in manner aforesaid the said Court was then adjourned without Day —

Attest Wm Williams Clerk

At his majesties inferiour Court & Commonpleas holden at Northampton within and for County of Hampshire on the second Tuesday of November being the tenth day of the said month Sand die in diem to ye 12th day of said month Anno Dom 1767 — November Term 1767

Present

Israel Williams Esq
Josiah Dwight Esq
Timothy Dwight junr Esqr
Thomas Williams Esqr

Jury of Trials

Abner Barnard foreman
Noah Edwards
John Miller 2d
Gardner Kellogg
Moses Dickinson
Ebenezer Cowls
Caleb Montague
Alexander Norton
Israel Cowls
Joseph Church
Israel Richardson
Asahel Gunn
Jury had no Case

two Days Attendance all to Parties

Continued Actions

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield & Ptiffs John Downley of Hartford and County of Hartford & merchant Deft, in a plea of the Case as at large on record — And now at this Term of parties come here and because ye Referees to whom this Case was referred have not made any Award they humbly pray pray that this Case may be continued under the same rule until ye next Term and it is granted them — Ely & Leonard vs Downley

Phinehas Perkins of Granville in ye County of Hampshire yeoman Ptiff Phinehas Tinker yeoman of said Granville and Ebenezer White yeoman of Westfield both in ye County aforesaid Defts in a plea of Trespass as heretofore recorded at large and now at this Term the said Parties come here by their respective attornies viz the Pltf by John Worthington Esq his attorney and the said White & Tinker by Joseph Hawley Esq and the said White defends the force & injury &c says that as to ye force and Arms ye Assault Battery wounding of ye said Perkins and whatsoever is against the peace of our Sovereign Lord the King charged against him ye said White and others in the first Count contained in ye Pltiffs writ he is not guilty & thereof puts himself on ye Country — Perkins vs White & Als

As to ye residue declared of in ye first Count he the said White defends and says that the said Perkins ought not to have his said Action thereof maintained against him because he says that long before ye 16th day of January on which ye Pltiffs in his Writ declares ye said Trespass was done to wit on ye twenty third day of August 1766 by virtue of a lawfull writ of Recon of our said Lord the King to wit a writ of Capias ad satisfaciendum out of the County Court of our said Lord the King for ye County of Court &c in ye Colony of Connecticutt in New England on ye twenty third day of April 1766 on a lawfull judgment of ye Court thereto to wit on the twenty third day of August in full force and unsatisfied & unreversed, the said

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Perkins vs White & All

Richard Holdridge should recover of ye said Perkins twenty pounds Eight shillings and Sixpence lawfull money Damages and one pound three shillings and threepence like money Costs of Suit which Sums of lawfull money the said White says is equal to ye like sums of ye lawfull money of this province of the Massachusetts Bay in New England, for ye taking the Body of ye said Perkins that he might be held and imprisoned until he should pay and satisfie ye whole sum of ye Judgment Damages and Cost which said Sums he ye said White ~~as reason~~ he avers had good light power and authority in ye Name of ye said Holdridge, to his ye said Whites ~~our~~ use to take and receive of ye said Perkins he the said Perkins was at a place called Hartford in Springfield, by the proper Officer lawfully and regularly taken and committed to ye keeper of ye Goal of our said Lord ye King in Hartford last aforesaid to remain in ye said Keepers Custody until he ye said Perkins should pay ye said Sums of Damages and Costs to ye said Holdridge and he the said Perkins afterwards on ye ninth day of November 1738 being lawfully in ye custody of ye said Keeper on ye aforesaid Commitment he ye said detained in ye Goal of our said Lord ye King in ye said Hartford last aforesd by virtue of ye said Writ aforesd and he the said Perkins not having paid or satisfied ye Sums aforesd or any part thereof and without having been released and Discharged from ye said payment of said Sum or from said Commitment by ye said Holdridge he ye said Perkins at ye said place called Hartford aforesaid unlawfully broke the ye said Goal and unlawfully made his Escape out of ye custody of ye said Keeper and went at large and never afterwards returned to ye Custody of ye said Keeper, and the said White in fact says that afterwards on ye sixteenth day of January 1738 at Granville in ye said Perkins Writ mentioned the said judgment being in full force unsatisfied and unreversed and ye said Sum then wholly unpaid & unsatisfied & unreleased by ye said Holdridge at a certain time when ~~the~~ no Writs of our said Lord the King of a civil nature did run within this province of ye Massachusetts Bay in New England aforesaid wherein no Writ of Capias ad satisfaciendum or any other Writ of a like nature could be purchased or sued out from any Court of our said Lord the King in ye said province he ye said White and others in ye Name and with ye true & lawfull authority from ye said Holdridge broke and entered ye dwelling house of ye said Perkins in Granville aforesd and in a gentle & mild manner & in no other manner laid hands on ye said Perkins and took him and restrained him of his Liberty for ye space of half an hour only with intent to carry away him ye said Perkins & imprison him until he should pay to ye said Holdridge ye said Sums of ye said judgment aforesd and to no other End and Intent whatsoever as he the said White avers that he will justly and lawfully might do but he ye said Perkins & others there & there with force and Arms resisted beat and wounded him ye said White and others whom he had procured to assist him in Arresting him ye said Perkins and unreasonably unjustly and unlawfully rescued himself from the Custody of him ye said White for that time, And as to ye said force and Arms and whatsoever is against ye peace of our said Lord ye King in ye second Count in ye said Writ contained against him ye said White and others alledged he the said White defends and says that he is not guilty in manner and form as is against him in ye said Writ declared and thereof puts himself on the Country and as to the residue of ye said trespass in ye second Count contained ye said White says that the said Perkins ought not to have his Act against him maintained because he says that on ye said ~~action~~ day of Jany aforesd at ye said Granville ye whole sum of ye judgment aforesd unpaid and unsatisfied to ye said Holdridge and ye said judgment being

force and ye said sums having been long and most justly due & oweing
to him ye sd Holdridge from him ye said Perkins and it being then a time
also when no Writ of our said Lord ye King of a civil nature did run in ye
sd province and when no Writ of Escire or any other Writ of a civil Nature
could be purchased issued out of any Courts of our sd Lord ye King in our
said province and after ye sd Perkins had been committed to ye sd Keeper
for the Cause afores^d and in manner as above in this plea set forth & after
he the sd Perkins had broke ye Goal aforesaid and had escaped from ye custody
of ye sd Keeper and was at large as aforesaid he ye said White in ye name &
Behalf and with true full and lawfull authority from and under ye said
Holdridge with others in a prudent & reasonable manner did break & Enter ye sd
Dwelling House of ye said Perkins afores^d in Granville and then & there did softly
and gently lay his hands on ye sd Perkins & take him and imprison him ye said
Perkins at Granville afores^d and then and there kept and restrained him of
his Liberty for ye Space of two days and until he there by compelled him to
to deliver to him ye said White in ye name of and as Attorney to ye sd Holdridge
one Yoke of Oxen of ye Value of nine pounds ten shilling and nine sheepall
of ye Value of fifty eight shillings & six pence and fifty Eight Bushels & a half
of Wheat all of ye Value of ten pounds four shillings and nine pence which ye
said White for ye said Holdridge and in his name and by true and lawfull authority
from him accepted in full satisfaction & discharge of ye Sum of ye Judgement
Damages and Costs above mentioned due to ye said Holdridge as afores^d and ye
Costs and Charges of taking and detaining ye sd Perkins till he delivered ye
said Articles and then & there fully discharged ye sd Perkins all wh
he ~~well~~ ye said White says that he well and lawfully might do wh^n are ye
same Entry and Breakings of his ye sd Perkins dwelling house a fault of
him ye said Perkins pulling him out of his Bed imprisoning beating
& Wounding of him restraining him of his liberty & detaining of him in prison
for ye Space of Time in ye Sums in ye sd Perkins Writ against him alledged
without this that he ye said White & others detained him ye sd Perkins in prison
or restrained him of his Liberty for any other or longer Space of time than
those times which ye said White in this plea above has averred & without this
that the^m White & others are guilty of any other or further imprisonments of ye said Perkins before or
since ye times above in this plea all & specified & without this that he compelled
ye sd Perkins to deliver to him ye said White any other Oxen or sheep or any other
or greater Quantity of Wheat than ye sd Fifty eight Bushels & an Half or yt
ye sd Oxen sheep or Wheat were of any other or greater Value than ye sd White
has alledged all and specified in this plea all which he ye said White is ready
to verify wherefore he prays judgment if ye said Perkins his Action afores^d
thereof against him ye said White ought to have or maintain —
And the said Phineas Perkins by John Worthington Esqr his Att^y comes ~~and defends~~
and says that the Deft plea above pleaded and ye matters therein contained
is an insufficient Answer in Law & that he is not holden in Law to answer
thereto all which he is ready to prove, Wherefore he prays judgment thereof
for his damages and Costs, Ye said White says his plea is sufficient —
Whereupon the Parties have put themselves upon ye Judgment of the Court
Thereupon all and singular the premises being seen and fully understood by ye sd
Court of ye Lord ye King now here for that it appears to ye said Court yt ye plea
aforesaid of the said White by him in manner and form above pleaded & ye matters
therein contained are not sufficient in law to preclude ye sd Perkins from

Perkins vs White & Als

proceeding in his said Action against the said White or from his damages and Cost — It is therefore considered by the Court that the said Perkins do recover against the said White & sum of five pounds one shilling & ~~twelve pence~~ of lawfull money damages an cost of Court taxed at

And Phineas Tinker one of the persons named Deft in ye Action aforesaid by Joseph Hawley Esqr his Attr comes and defends &c and pleads and says that he is not guilty in manner and form as the Pltf against him has alledged and therefore puts himself on the Country

And ye said Phineas Perkins by his Attorney above named reserving to himself ye liberty of Waiving this Demurrer on ye trial or ye Appeal & therejoining the ye Issue tendered now says that the said Tinkers plea above pleaded and ye matters therein contained is an insufficient answer to his Declaration and ought not holden by Law to answer thereto all which he is ready to prove, Wherefore he the said Perkins prays judgment and judgment for his damages & Costs

And the said Tinker consenting to ye Pltfs reservation says his Plea is sufficient and thereof prays judgment, ~~judgment~~ judgment for his Cost

Therefore upon mature Deliberation had for that it seems to ye Court of our Soveriegn Lord the King now here that plea aforesd of ye said Tinker and ye matters therein contained are sufficient in law to preclude ye Pltf Perkins from having his aforesaid Action maintained against him ye said Tinker —

It is therefore considered that the said Perkins by his plea aforesd have nothing but that for his groundless demand he be in mercy, It is also considered that the said Tinker do recover against ye said Perkins

of lawfull money allowed him with his Assent for his Costs in defending the Suit of the said Perkins and therefore

The said Perkins by his abovenamed Attorney appeals from ye judgments aforesaid of this Court to ye superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said Perkins prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Jones Exrs vs Fowler

Benjamin Day Gentleman and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Deceased Gentn Pltfs vs Bildad Fowler of Westfield in said County Yeoman Deft, In a plea of the Case as at large on record of ye preceding Term — The parties now at this Term come here & because the Referees to whom this case was referred have not made any award humbly pray that this Case may be continued under ye same rule until the next Term of this Court and it is granted them

Taggarth vs Percy

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford and David McMurray and Jane McMurray both of said Blandford Infants & Children of George McMurray late of Blandford aforesaid yeoman Deceased and Susannah his Wife who was formerly Susanna Taggart Dec^d and which said David and Jane sue by Jane Taggart their Grandmother and next friend Pltfs vs Sylvanus Percy of Westfield Yeoman Deft In a plea of Ejectment as at large on record — The Parties come and humbly pray that this Case may be continued until ye next term of this Court and it is granted them

Simeon Scripture of Coventry in the County of Windham Trader Pltff vs Joseph Jackson of Boston in ye County of Suffolk Truckman Deft in a plea of the Case as at large on record, and now at this Term ye parties come here and because the Referees to whom this Case was referred have not made any award The Pltff moves that the Case may be continued under the same rule until ye next Term and it is granted him — 2 Pltff — Scripture vs Jackson

Joseph Nash of South Hadley in ye County of Hampshire yeoman Pltff John Lugg of said South Hadley yeoman Deft In a plea of the Case as heretofore recorded, and now at this Term ye parties appear and ye Referees to whom this Case was referred come into Court and Award as follows Viz We find for the Pltff one pound 4/3 damages and one pound 10/ cost of this reference and Costs of Court — Nash vs Lugg

Thereupon It is considered by the Court that the said Joseph recover against the said John ye Sum of one pound 4/3 of lawfull money damages and Cost of reference and Court taxed at four pounds 6/11 and thereof &c Execn issued 25th Decemr 1767

Jane Justice of Boston in ye County of Suffolk Millener Pltff vs Benoni Danks Esqr lately of Chignecto in ye Province of Nova Scotia Deft In a plea of trespass as at large on record — viz ye Pltff by Joseph Hawley his Atty & ye Deft Benoni by Kath. Clark his Atty And now all this Term ye parties come here and humbly pray that this case may be continued until ye next Term & It is granted them — Justice vs Danks Esqr

Bildad Fowler of Westfield in ye County of Hampshire Trader Pltff vs Reuben Sweatman ~~Deft~~ of Granville in said County yeoman Deft In a plea of Case as heretofore recorded, and now at this Term ye said Bildad being three times publickly called to come into Court and prosecute his said Action is Nonsuit and ye Deft likewise defaulted and ye Action accordingly dismissed — Fowler vs Sweatman

David Ingersoll of Great Barington in ye County of Berkshire Gentn Pltff vs David Bond late of Mendon in ye County of Worcester yeoman Deft In a plea of the Case as at large on record and now at this Term come here the said David Ingersoll and John Worthington Esqr Pltff's agent Trustee and Factor of ye said David Bond an absconding Debtor who was admitted heretofore to defend ye Suit of the said David Ingersoll, and humbly pray that this Case may be further continued until ye next Term and it is granted them — Ingersoll vs Bond

James Lovett of Mendon in ye County of Worcester yeoman Pltff vs David Bond late of said Mendon yeoman Deft in a plea of the Case as heretofore recorded and now at this Term ye said James ~~comes here~~ and John Worthington Esqr Pltff's agent and Trustee of ye said David an absconding Debtor come here & humbly pray that this Case may be further continued until ye next Term & it is granted them — Lovett vs Bondem

Joseph Moffat of Greenwich in ye County of Hampshire yeoman Apptee ~~Pltff~~ vs Abraham Gibbs of said Greenwich yeoman Appe ~~Deft~~ In a plea of Trespass as at large of ye preceeding Term and now at this Term ye parties appear and ye Referees to whom this Case was referred now come here and report as follows Viz We award and determine That ye said Joseph pay ye Abraham 3/ lawfull mony damages & and Cost of Suit, and Cost of Arbitration taxed at three pounds 1/6, Therefore it is considered by ye Court yt ye said Abraham recover against ye Joseph 3/ lawfull mony damages and Cost of Court & Reference taxed at thirteen pounds 9/4 and thereof &c — Execn is 7th Jany 1760 — Moffat Appt vs Gibbs Appe

Allen vs Whipple

Noah Allen of Greenfield in the County of Hampshire yeoman Pltff vs Daniel Whipple of Montague in said County yeoman Deft In a plea of the case ~~for that the~~ as at large on record of ye preceding Term and now at this Term ye said parties come here and because there is no Award made the said parties humbly pray that this Case may be continued until ye next Term, and it is granted them.

Marsh et al vs Spooner

Amos Marsh of Warwick in ye County of Hampshire yeoman Solomon Emmons of Windsor in the County of Cumberland and province of New York yeoman and Mary his Wife late Mary Marsh John Goodale of Brookfield in ye County of Worcester yeoman and ~~Mary~~ Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his Wife late Patience Marsh Adoniram Bartlett of said Brookfield yeoman and Miriam his wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman Pltffs vs Ebenezer Spooner of Ware in ye County of Hampshire yeoman Deft In a plea of Ejectment as at large on record of the preceding Terms and now at this Term ye parties come here and humbly pray that this Case may be continued until the next Term and it is granted them

Sweney Adm. vs Foot

Isaac Moor of Westfield in ye County of Hampshire yeoman and Abigail Moor his wife who was lately Abigail Sweney of Simsbury in ye County of Hartford ye Widow Administratrix of the Estate of Benjamin Sweney of ye said Simsbury her late Husband Deceased Pltff vs Daniel Foot of a place called and known by the name of the Ashuelot Equivalent in ye County of Berkshire yeoman Deft In a plea of trespass on the Case as here to fore recorded and now at this Term ye said Administratrix being three times publickly called to come into Court and prosecute her action is Nonsuit & ye said Daniel likewise defaulted and ye Action accordingly dismissed

Ely et al vs Snow

John Ely yeoman and ~~Eli~~ Justus Ely Gentleman both of Springfield in ye County of Hampshire Pltffs vs Jabez Snow of Springfield aforesaid yeoman Deft In a plea of the Case as at large on record of the preceding Term and now at this Term the said John and ~~Jacob~~ Justus come here ~~and by their Attorney pray leave to amend their Writ at the last Term to defend the rights of the said John and Jacob~~ And agreable to a Statute of this Province in this Case provided It is ordered by the Court that the Case be continued until the next Term

Phillips vs Mixer

Simeon Phillips of Springfield in ye County of Hampshire yeoman Pltff vs John Mixer of Springfield in ye County yeoman Deft In a plea of the Case as at large on record of ye preceding Term and now at this Term ye parties come here and because the Referees to whom this case was referred have not made any Award they humbly pray that this Case may be continued until ye next Term and it is granted them

Fowler vs Sumner

Bildad Fowler of Westfield in ye County of Hampshire yeoman Pltff vs Hezekiah Sumner of Sandisfield in ye County of Berkshire yeoman Deft In a plea of ~~the case~~ Debt as at large on record of the preceding Term, and now comes here the said ~~parties~~ Bildad and the said Hezekiah by Simeon Strong Gent his Att. comes here and confesses forfeiture of the Bond and prays for an Equitable Chancery thereof And ye Court of the Lord the King now here are not advised of giving their Judgment in this Case It is ordered by the Court that the Case be continued until the next Term

Goff vs Parsons

Thomas Goff of Barkhamstead in ye County of Litchfield in ye Colony of Connecticutt yeoman Pltff vs Jonathan Parsons of Granville in ye County of Hampshire yeoman Deft In a plea of ye Case as at large on record of ye preceding Term and now at this Term ye said Thomas being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye Deft likewise defaulted and ye Action accordingly dismissed

Dewey vs Leonard

Moses Dewey of Westfield in ye County of Hampshire yeoman Pltff vs Joseph Leonard Junr of Springfield in said County Gent Deft In a plea of the Case as at large on record and now at this Term ye parties come here and because ye Referees to whom this Case was referred have not made any award they humbly pray that this Case may be continued until the next term and it is granted them

Elisha Parks of Westfield in the County of Hampshire Gentn Pltff vs Lebbeus Ball of Granville in said County yeoman Deft, In a plea of the case as at large on record of the preceding Term and now at this Term the Pltff comes here and humbly prays that this Case may be continued until the next Term and it is granted him — Parks vs Ball

Daniel Jones of Hinsdale in the Province of New Hampshire Esq Pltff vs Moses Rice of Rutland District in the County of Worcester yeoman Deft, In a plea of the Case as at large on record of the preceding Term and now at this term the said Daniel comes here and the said Moses being three times publickly called to come into Court makes default of appearance wherefore it is considered by the Court that the said Daniel do recover against the said Moses the sum of two pounds 19/4 3/4 of lawfull money damages and Cost of Court taxed at three pounds 3/11 and thereof he may have his Execution — Execd 3 Sept 1760 — Jones Esq vs Rice

Nathaniel Phelps of Northampton in the County of Hampshire yeoman Pltff vs Ebenezer Burt of Springfield in said County yeoman Deft in a plea of the Case for that &c as at large on record, and now at this Term the parties come here and the referees to whom the Case was referred not having made any award they humbly pray that this Case may be further continued under the same rule until the next Term and it is granted them — Phelps vs Burt

Dan Newport of Hatfield in the County of Hampshire Labourer Pltff vs Reuben Belding of said Hatfield yeoman Deft In a plea of Trespass as heretofore recorded and now at this Term said Dan being three times publickly called to come into Court and prosecute his said Action is nonsuit, and the said Reuben comes into Court in his proper person and humbly prays that he may be allowed his Costs — It is therefore considered by the Court that the said Reuben do recover against the said Dan the sum of one pound 1/0 of lawfull money allowed him with his Assent for his Costs in defending the Suit of the said Dan & thereof &c — Newport vs Belding

James Dix of Tyringham in the County of Berkshire yeoman Pltff vs John Shepard of Westfield in the County of Hampshire yeoman Deft in a plea of Trespass on the Case as heretofore recorded, and now at this term the said parties come here and because the referees to whom this Case was referred have not made any Award they humbly pray that this Case may be further continued under the same rule until the next Term and it is granted them — Dix vs Shepard

Thomas Ouston of the City of New York and in the County of New York and Colony of New York Merch Pltff vs Alexander McLean of the said City of New York Merch Deft, In a plea &c as at large on record of the preceding Term and now at this Term the said Thomas comes here by Moses Phips Gent his Atty and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court now here that the said Thomas do recover against the said Alexander the sum of Four Hundred & twenty eight pounds 11/10 1/2 of lawfull money debt and Costs of Court taxed at six pounds & thereof &c — Execd 11th Decem 1767 — Ouston vs McLean

Caleb Hitchcock of Brookfield in the County of Worcester yeoman Administrator on all and singular the Goods Chattels Rights and Credits of Relatiah Hitchcock late of Springfield in the County of Hampshire Dec pltff vs Noah Brooks of said Springfield yeoman Deft in a plea of Trespass on the Case as at large on record and now at this Term the said parties come here by their respective Attorneys and the referees to whom this Case was referred come here and report as follows viz) We do award that the Pltff Caleb Admr of the Estate of Relatiah above named do pay to the Deft Noah his Costs of this Suit & also pay the Cost of this Reference being 13/6 It is therefore considered by the Court that the said Noah do recover against the said Caleb the sum of one pound 7/ for his Costs in defending the Suit of the said Caleb — Hitchcock Admr vs Brooks

John Worthington Esqr of Springfield &c Atty to our Sovereign Lord the King (Who on Writ of Scire Facias in) Pltff vs Simeon Cadwell yeoman Daniel Cadwell yeoman & Aaron Alvord yeoman all of Wilbraham in the County of Hampshire Defts ~~Bracketed~~ as at large on record of the preceding Term and now at this Term the Pltff comes here by the Defts being three times publickly called to come into Court makes default of appearance — It is therefore considered by the Court that the said Pltff do recover against the said Defts the several sums by them respectively forfeited viz against the said Simeon £10 & against the said Aaron £10 and against the said Daniel £10 and Cost of Court against them all taxed at two pounds 3/10 and thereof &c — Rex vs Cadwell &c

Whipple vs Allen

Daniel Whipple of Groton in the County of New London and Colony of Connecticutt junior yeoman Pltf vs Noah Allen of Greenfield in the County of Hampshire yeoman Deft in a plea of the Case as at large on record of the preceeding Term, Now at this Term of parties come and because of Referees to whom this Case was referred have not made any award they humbly pray that this Case may be continued until the next term it is granted

Burt vs Phelps

Ebenezer Burt of Springfield in ye County of Hampshire yeoman Pltf vs Nathaniel Phelps of Northampton in said County yeoman Deft In a plea of the Case as at large on record of the preceeding Term and now at this Term of said Parties come here and because the Referees to whom this Case was refered have not made any Award humbly pray that the Case may be continued under the same rule until ye next Term and it is granted them

Horton vs Leonard

Timothy Horton of Springfield in the County of Hampshire yeoman Pltf vs Joseph Leonard of said Springfield yeoman Deft In a plea of Covenant broken &c as at large on record of the preceeding Term and now at this Term the said Timothy comes here by John Worthington Esq his Attorney and the said Joseph by Joseph Hawley Esq his Attorney comes and defends ye force and Injury and damages & whatever else he ought to defend when and where this Court will consider thereof and ye said Joseph prays judgment of the Declaration in the within written Writ because he saith that the said declaration and all ye matters therein contained are Insufficient in law for the within named Timothy to maintain his said Action against the said Joseph to which Declaration the said Joseph is under no Necessity or in any wise bound by the law of the Land to answer and this he is ready to verify, Whereupon for want of a sufficient Declaration in this case the said Joseph prays judgment of ye said Declaration and that the same may be Quashed and that his ye said Joseph's Costs may be adjudged to him — And the Pltf by his Attorney above named humbly prays that ye Case may be continued until the next Term and it is granted him

Entries at this Term

Worthington vs Carrier No 1

Samuel Worthington of Belchertown in ye County of Hampshire yeoman Pltf vs Benjamin Carrier Junior of said Belchertown yeoman Deft In a plea of the Case for that said Benjamin at Belchertown aforesaid on ye twenty fifth day of Feby Dom 1766 by his promissory note in writing under his hand of that date for Value rec promised said Samuel to pay him Eight pounds 10s 4d lawfull money on demand with Interest till paid &c as in the Writ — The Pltf appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Samuel do recover against the said Benjamin ye Sum of Nine pounds 17/9½ of lawfull money damages and Cost of Court taxed at one pound 8/1 and therefor &c — Execution is 24th Nov 1767

Hedge vs Hinds No 2

Elisha Hedge of Marlborough in ye County of Middlesex yeoman Pltf vs Joseph Hinds of Greenwich in the County of Hampshire yeoman Deft In a plea of Trespass whereon said Elisha Complains for that the said Joseph at said Greenwich between the first day of ~~August~~ July last past and ye first day of August last past the said Elisha's Close in Greenwich aforesaid bounded South on a highway North on land in possession of one Dickinson East on land of John Gibbs West partly on land of William White and partly on ye land of the said Elisha with force and arms broke and entred and the said Elisha's Rye there lately growing to ye Value of six pounds with force and Arms cut down & carried away contrary to law and against our peace to ye Damage of the said Elisha as he saith eight pounds Also for that said Joseph at said Greenwich on the tenth day of September current one other Close of the said Elisha in Greenwich aforesaid bounded and described as follows viz, beginning at the North Easterly corner at a Butternutt Tree thence thence running down ye River called ye middle Branch to the County road thence running by the same road to land of John Gibbs thence running by said Gibbs land about eighty rods till it strikes ye line of the twenty third Lot in the second division with force and Arms broke and entred and the said Elisha's Corn there lately growing Fifty

Value of four pounds with force & arms plucks gathered Tooks and carried away and many other outrages against the said Elisha the said Joseph then & there committed contrary to law and against our peace and to ye damage of ye said Elisha twelve pounds — The Pltt appears by Simeon Strong Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Elisha do recover against the said Joseph the sum of five pounds of lawfull money damages and Cost of Court taxed at two pounds 9/6 & therefor &c

Execon is 16th Nov 1767

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Hedge vs Hinds

Elisha Pendell lately of Sunderland in ye Province of New York yeoman pltiff vs Ebenezer Cooley of Williamstown in the County of Berkshire yeoman Deft In a plea of the Case for that said Ebenezer at Northampton on the twenty third day of June Dom 1766 by his note of that date for Value rec promised the said Elisha to pay him five pounds & ten shillings lawfull money to be paid to said Elisha in neat Cattle at ye market price within one year from the date with the lawfull interest till paid &c as by the Writ The pltiff appears by Woodbridge Little Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Elisha do recover against the s^d Ebenezer five pounds 10/5¼ of lawfull money damages and Cost of Court taxed at two pounds 15/9 & thereof &c — Execon is 16th Nov 1767

Pendell vs Cooley No 3

Fisher Gay of Farmington in the County of Hartford & Colony of Connecticutt Gent pltiff vs William Southmayd late of Waterbury in ye County of New Haven and in the Colony aforesaid Gent Deft In a plea of the Case for that ye William at Northampton on the last day of August Dom 1766 being indebted to ye said Fisher in the sum of two pounds 5/ lawfull money for sundry Articles of Account on Book did then & there in Consideration thereof promise said Fisher to pay him the same on demand &c as in the Writ — The pltiff appears by Woodbridge Little Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Fisher recover against the William two pounds 5/ of lawfull money damages and Cost of Court taxed at two pounds 9/6 & thereof &c

Execon is 16th Nov 1767

Gay vs Southmayd No 4

Joshua Porter of Salisbury in the County of Litchfield and Colony of Connecticutt Esq pltiff vs Elijah Leonard of Springfield in the County of Hampshire yeoman Deft In a plea of the Case for that ye said Elijah at Springfield on ye fourth day of the last past by his note of that date for value rec promised the s^d Joshua to pay him the sum of three pounds 6/ lawfull money on demand with lawfull Interest for the same from the twentieth day of the same Feby then instant till paid, yet the said Elijah tho' often thereto required hath never paid the same or any part thereof but wholly neglects and refuses to do it to the damage of the said Joshua Five pounds The pltiff appears by Woodbridge Little Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that said Joshua recover against said Elijah three pounds 8/8¾ of lawfull money damages and Cost of Court taxed at two pounds 9/4 & thereof &c

The said Elijah afterwards now at this same Term comes here by John Worthington Esq his Attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next ensuing and here cognizes with Surieties as the Law directs for wch Elijah prosecuting ye appeal with effect as by said Recognizance as on file it appears

Porter Esq vs Leonard No 5

Ethan Allin of Northampton lately of Salisbury in ye County of Litchfield in the Colony of Connecticutt yeoman pltiff vs Israel Brownson lately of Northampton in the County of Hampshire yeoman Deft In a plea of the Case for that whereas the said Israel on the fifteenth of August instant at Northampton aforesaid being indebted to the said Ethan in the sum twelve pounds 8/ lawfull money for the several Articles of the Acct annexed to ye Writ then & there in Consideration thereof to w^ds Ethan faithfully promised to pay the said Sum

Allin vs Brownson No 6

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Allin vs Brownson

Whenever afterwards he should be thereto requested &c as in the Writ — The pltf appears by Joseph Hawley Esq his Atty and the Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by the Court that the said Ethan recover against the said Israel twelve pounds 0/0 of lawfull money Damages and Cost of Court taxed at £2 [illegible] Execon if 13th Nov 1767

Lankbury vs Lundem No 7

William Lankbury of Northampton in the County of Hampshire miner pltf vs Israel Brownson late of said Northampton yeoman Deft In a plea of Trespass on the Case for that whereas the said Israel and William on the twenty fourth day of March AD 1767 at Northampton aforesd accounted together concerning divers Sums of money before that time due to the said William from the Israel and then in arrear and unpaid and upon such Acct stated aforesd Israel was then and there found in arrear to the said William in the Sum of twenty four pounds 10/10 lawfull mony and being so found in arrear the said Israel in Consideration thereof to wit on the same day and Year aforesd at Northampton aforesd undertook and to the said William faithfully promised that he the said Israel would pay the said William the aforesd Sum whenever afterwards he should be thereto required &c as in the Writ — The pltf appears by Joseph Hawley Esq and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said William recover against the said Israel the Sum of twenty four pounds 10/10 of lawfull mony damages & Cost of Court taxed at one pound 5/4 and therefor &c Execon Issued 17th November 1767

Munn vs Alexander No 8

Phineas Munn of Deerfield in the County of Hampshire yeoman pltf vs Giles Alexander late of Boston in the County of Suffolk yeoman Deft In a plea of the Trespass on the Case for that the said Giles on the twenty seventh day of May last at Deerfield aforesaid by his promissory note in writing of that date for Valueled promised the said Phineas to pay him or his order thirteen pounds 19/ lawfull money on demand &c as in the Writ — The pltf appears by Seth Catlin Gent his Atty and nex friend and said Giles being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Phineas recover against the said Giles the Sum of thirteen pounds 19/ of lawfull money damages & Cost of Court taxed at one pound 9/11 and therefor &c — Execon is 9th Dec 1767

Cleland vs Cleland No 9

Robert Cleland of New London in the County of New London and Colony of Connecticut yeoman pltf vs Samuel Cleland of Greenwich in the County of Hampshire yeoman Deft In a plea of the Case for that the said Samuel at Greenwich aforesaid on the nineteenth day of July Anno 1765 by his note of that date for Valueled promised the said Robert to pay him the sum of ten pounds lawfull mony to be paid on or before the first Day of September Anno 1767 yet the said Samuel tho often requested has never paid the same or any part thereof (altho the time of payment is long since past) but unjustly neglects and refuses to do it To the damage of the said Robert Twelve pounds — The pltf appears by Elisha Porter Gent his Atty and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Robert do recover against the said Samuel ten pounds of lawfull mony damages & Cost of Court taxed at two pound 9/11 and therefor &c

The said Samuel afterwards now at this same term comes hereby Simeon Strong Gent his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing & he recognizes with Sureties as the Law directs for the said Samuel prosecuting the appeal with Effect as by said recognizance as on file it appears.

Upham vs Gibbs No 10

Kathron Upham of Brookfield in the County of Worcester ~~yeoman~~ Gentlewoman pltf vs Abraham Gibbs of Greenwich in the County of Hampshire yeoman Deft In a plea of the Case for that said Abraham at Northampton on the fourteenth day of August Anno 1766 by his note of that date for Valueled promised said Kathron to pay her four pound 10/10¾ within one year from the date with Interest &c as in the Writ — The Pltf appears by Joshua Upham Gent his Atty and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Kathron do recover against the said Abraham four pounds 17/5¾ of lawfull money damages & Cost of Court taxed at one pound 15/8 and therefor &c

Nathaniel Alexander of Springfield in the County of Hampshire yeoman Pltf vs Micah Spooner of Ware in ye County aforesaid yeoman Deft In a plea of trespass on the Case for that said Micah at Springfield on ye 8th day of June A D 1762 by his note of that date for Value rec promised one Abner Smith to pay him or his order three pounds 13/9 on demand together with lawfull Interest for the same till paid Afterwards to wit on the seventeenth day of August Instant at said Springfield no part of the contents of s d Note having been paid to s d Abner Smith by the said Micah he the said Abner assigned and indorsed the same note over to the said Nathaniel for Value of him rec d by his said Indorsment on ye Back of said Note with his own proper hand subscribed thereto directed and ordered him ye said Micah to pay the Contents of said Note then wholly due and unpaid to ye said Nathaniel or his order for Value of him rec d whenever after he should be thereto required of all which he the said Nath there afterwards to wit on the same seventeenth day of August instant gave the said Micah notice by reason of all which he the said Micah then and there was and became liable and chargeable to pay the contents of ye same note to ye said Nathaniel ye Pltf on demand and in consideration thereof he ye s d Micah then and there upon himself assumed and to ye said Nathaniel faithfully promised to pay him ye said Nathaniel the contents of ye same Note on demand; Nevertheless he ye said Micah tho' often requested and particularly at said Springfield afterwards on ye same seventeenth day of August aforesaid hath not paid said Nathaniel the same or any penny thereof or any ways fulfilled his said promise but hitherto hath and still neglects & refuses to pay him the same to the damage of the said Nathaniel five pounds — The Pltf appears by Moses Bliss Gent his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance &c

It is therefore considered by the Court that the said Nathaniel do recover against the said Micah the sum of three pounds 13/5 1/4 of lawfull money damages and Cost of Court taxed at one pound 13/ and thereof &c

The said Micah afterwards at this same term comes here by Simeon Strong Gent his Attorney and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said Micah to prosecute the appeal with Effect as by said recognizance on file it appears

Alexander vs Spooner

Jonas Mace of Monson in ye County of Hampshire yeoman Pltf vs Caleb Thayer of Charlemount in ye same County yeoman Deft in a plea of the Case for that the said Caleb on ye fourth day of December A D 1762 at Monson aforesaid by his note under his hand for Value rec d promised the s d Jonas to pay him or his order eight pounds 13/8 1/2 lawfull money on demand with lawfull interest for the same till paid Yet ye said Caleb Thayer tho' often requested hath not paid the same sum nor ye Interest thereof but he neglect it to ye damage of the said Jonas Twelve pounds — The Pltf appears by Jonathan Bliss Gent his Att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Jonas do recover against the said Caleb nine pounds 16/3 1/4 of lawfull money damages & Cost of Court taxed at £2 11 0 1/4 & thereof &c

The said Caleb afterwards now at this same term comes here by Joseph Hawley Esq r his Attorney and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said Caleb to prosecute the appeal with Effect as by said recognizance on file it appears

Mace vs Thayer

Joseph Colton of Monson in ye County of Hampshire yeoman Pltf vs Thomas Willington Junr of Waltham in ye County of Middlesex yeoman Deft in a plea of the Case for that the said Thomas on ye twenty eighth day of April last past at Monson aforesd by his note for Value rec d promised said Joseph to pay him

Colton vs Williston

Do: Colton vs Williston

Two pounds eight Shillings lawfull money in three months from that time &c as in the Writ — The Pltt appears by Jonathan Bliss Gent his attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Joseph do recover against the said Thomas the sum of two pounds 8/ lawfull money damages & Cost of Court taxed at two pounds 8/ and thereof &c

Execn is 31st Decr 1767

Washburn vs Hamlin

15

Noah Washburn of Hartford in ye County of Hartford and Colony of Connecticutt Cooper Pltt vs Elisha Hamlin of Haddam in said County of Hartford yeoman Deft In a plea of the Case for that the said Elisha on ye first day of October ye year at Springfield in the County of Hampshire being indebted to ye said Noah in ye sum of twenty three pounds lawfull money for sundry goods Wares & Merchandizes there before that time to him the said Elisha sold and delivered at his special Instance and request by the said Noah he the said Elisha then and there in con=sideration thereof promised the said Noah to pay him the same sum on demand Yet the said Elisha tho' often requested hath not paid the same sum or any part thereof but neglects it To the damage of ye said Noah Thirty pounds — The Pltt appears by Jonathan Bliss Gent his Attorney And forasmuch as it appears to this Court that the said Elisha is not an inhabitant of this province at ye time of the service of ye Writ was & still is out of It is ordered that the case be continued until ye next term of this Court to be holden at at Northampton on ye second Tuesday of February next ensuing

Rogers vs Jones

16

William Rogers of Greenwich in the County of Hampshire yeoman Pltt vs William Jones late of Hadley in said County yeoman Deft In a plea that as set forth in the writ & ye William Jones owe to the said William Rogers Six pounds 19/3 1/2 lawfull money of our Province of the Massachusetts Bay in New England which to him he owes and from him unjustly detains and whereon ye said William Rogers declares that the said William Jones heretofore to wit on the last Tuesday of August in the fourth year of our reign in our Inferiour Court of Common pleas then holden at Springfield within and for our said County of Hampshire by the Judgment of the same Court recovered against the said William Jones (by the name of William Jones of Hadley in the same County yeoman) Six pounds 19/3 1/2 lawfull mony as aforesaid as well by reason of a certain Trespass on ye case lately done by ye sd William Jones to ye said William Rogers and also his expences & Costs laid out by him about his Suit in this particular whereof he is convicted as it doth by the record and proceedings now remaining in our said Court manifestly appear which said Judgment is now in its full force not reversed annulled or satisfied and tho' ye said William Rogers hath since sued out Execn upon ye same Judgment yet the same Execn was returned wholly unsatisfied: And tho' after the return of ye Execn the said William sued out an Alias Execn on the same judgment, yet ye said Alias Execn was afterwards returned in no part satisfied and tho' after the return of the said Alias Execn the said William Rogers sued out a pluries Execn on ye same Judgment yet the same was returned wholly unsatisfied and the sd Wm Rogers hath never sued out any other Execn on said Judgment than those before mentioned whereby action accrued to the said William Rogers to require and have of the said William Jones the said Sum of six pounds 19/3 1/2, Nevertheless the sd Wm Jones tho' often requested hath not paid to said Wm Rogers said sum or any part thereof but wholly neglects and altogether refuses so to do, to ye damage of the said Wm Rogers the sum of ten pounds &c — The Pltt appears by Simeon Strong Gent his Attorney and for that it appears to the Court that the said William Jones at ye time of the service of ye Writ was & is now out of ye Province It is ordered by the Court that the said Action be continued until the next term to be holden at Northampton on ye second Tuesday of February next ensuing

Strong vs Fowler

17

Simeon Strong of Amherst in ye County of Hampshire Gent Pltt vs Bildad Fowler of Westfield in ye same County yeoman Deft In a plea of the Case for that the said Bildad at said Westfield on the last day of March Anno 1767 owed the sd Simeon ye sum of two pounds 9/ lawfull money of our Province of the Massachusetts Bay in new England for sundry Articles of Account the particulars whereof are contained in the Schedule annexed to ye Writ and then and there in consideration thereof promised said Simeon to pay him the same sum on demand also for that Simeon on ye last day of September last past at Westfield aforesaid had and performed for the said Bildad at the said

Bildad special Instance and request certain Labour and service in ye
said Simeons Office and Business of an Attorney in Consideration whereof
the said Bildad then and there to wit on said last day of September at
Westfield aforesaid undertook and promised said Simeon to pay and content
to him so much money as ye said Simeon reasonably deserved to have of ye
said Bildad for the same Labour and Service performed by said Simeon
for said Bildad as aforesaid whenever he the said Bildad should be thereto
required and the said Simeon says that he reasonably deserved to
have of the said Bildad for the Labour and Service aforesaid another sum
of two pounds 9 s 0 d lawful money of which ye said Bildad afterwards to wit
the same day and Year last aforesd at Westfield aforesd had notice from ye
said Simeon. Nevertheless the sd Bildad not regarding his said promise
made in form aforesaid but contriving and wickedly intending to defraud
the said Simeon in this particular hath not paid ye said several sums or
any part thereof to said Simeon or any way performed his said promises or
either of them tho' by said Simeon thereto often requested to wit on the first
day of Octo unrant and often since at Westfield aforesd but sd Bildad hitherto
hath and still refuses to do it Yet damage of ye said Simeon the sum of three
pounds — The said Parties appear in their proper persons and humbly
pray that this case may be continued until ye next Term and it is granted them

No.

Strong
vs
Fowler

Josiah Chauncy of Amherst in ye County of Hampshire Esq pltf vs William
Jones late of Hadley in said County yeoman Deft In a plea of the Case for that said Esq
William at sd Amherst on ye tenth day of August Anno 1761 by his note of hand
date for Value rec promised said Josiah to pay him the sum of four pounds 3/6 1/4
lawfull money of the Province of the Massachusetts Bay in New England on
demand Yet the said William tho' often requested hath never paid the same or
any part thereof but wholly neglects it To ye Damage of ye said Josiah the sum
of five pounds — The Plt appears by Simeon Strong Gent his Attorney & for as
much as it appears to ye Court now here that the said William is not now
an Inhabitant of or within this Province It is ordered by the Court that the action be
continued until ye next Term to be holden at Northampton on the second
Tuesday of Feby next ensuing

Chauncy
vs
Jones
vs

Edmund Taylor of Greenwich in ye County of Hampshire yeoman pltf vs John
Harwood of Ware in ye same County yeoman Deft In a plea wherein sd Edmund
demands against said John a certain Tract of land with ye appurtenances
lying in said Greenwich being part of a lot of land called ye Home lot No 9
which said demanded Tract is described and bounded by the following lines viz
beginning at the Northeast Corner which is one Hundred & Eight rods North
ward from Reeds ten thousand Acre Grant (so called) thence running by ye
Highway the said Hundred and eight rods to sd Reeds Grant bounding on the
East Side by said Highway thence running westerly eighty rods and
bounded by said Grant on ye South Side thence running a little West of
North to a Red Oak tree marked thence running Northerly bounding on the
Lot Number ten till ye Line comes within seventy rods of the fore
mentioned North East Corner thence running ye said Seventy rods to ye sd Northeast
Corner and whereon the said Edmund says that he the said Edmund within
thirty years last past was seized of the said Demanded premises with
the Appurtenances in his Demesne as of Fee & Right in a time of Peace
in the Reign of our Royal Grandfather George the second by the Grace of
God of Great Britain France & Ireland King &c taking ye Profits thereof
to the Value of thirty shillings by the Year, Since which the said John hath
unjustly and without judgment entred into the said Demanded Premises &
thereof Disseised the said Edmund and still unjustly deseyeth him, to the
damage of the said Edmund the sum of one Hundred pounds — The Plt
appears by Simeon Strong Gent his Attorney and the said John by Joseph
Hawley Esq his Attorney comes and says before the day of the purchase of this Writ
to wit on ye first day of October last at Greenwich in this Writ mentioned one

Taylor
vs
Harwood
vs

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Taylor vs Harwood

John Harwood of Greenwich aforesaid was seised of the Tenements in the Writ demanded with the Appurtenances in his Demesne as of Fee and being so thereof seised before the day of the purchase of the said Writ to wit on the first day of October at the said Greenwich held and demised the said demanded Tenements with the appurtenances to him the said John Harwood Junr to have to have and to hold to him at the Will of ye said John Harwood By virtue of which Demise the said John Junr was and yet is thereof possessed & so ye said John Junr says that he holds and at the Day of the purchase of the Writ aforesd he held the said demanded Tenements with the appurtenances at the will of the said John Harwood, ye Reversion thereof after his Estate thereof shall be ended belonging to the said John Harwood and his Heirs without whom the said John Junr says that he cannot answer the said Edmund Taylor concerning the sd demanded Tenements nor Draw or bring the Plea or Action thereof unto judgment and therefore he prays the aid of the said John Harwood and that the Case may be continued until the next Term of this Court and it is granted him & ye Action is continued accordingly

Powers vs Willson

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Isaac Powers of Greenwich in ye County of Hampshire yeoman Pltff vs Solomon Willson lately of Peter Pharin in ye County of Worcester yeoman Deft In a plea of ye Case for that said Solomon at Greenwich on ye Eighth day of Octo Dom 1766 by his note of that date for Valuedr promised said Isaac to pay him or his order twelve pounds lawfull money within twelve months from the date of said Note with Interest &c as in the Writ — The Pltff appears by Simeon Strong Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Isaac do recover against the said Solomon the Sum of

of lawfull money damages and Cost of Court taxed at £1,12/6 & therefor &c

Warner vs Allen

20

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Ethan Allen of Northampton in said County yeoman Deft In a plea of the Case for that the said Ethan at Northampton aforesaid on the thirteenth day of August current was justly indebted to ye said Jonathan Warner in the Sum of twelve pounds ye lawfull money of the Province of the Massachusetts Bay in new England for diverse Articles of Book Debt according to ye Schedule annexed to the Writ and then and there in Consideration thereof promised the said Jonathan Warner to pay him the same Sum on demand, Yet the said Ethan tho' thereto often requested hath never paid said Sum or any part thereof but unjustly neglects to do it To the damage of the said Jonathan fourteen pounds — The Pltff appears by Simeon Strong Gent his Attr and ye said Ethan by Joseph Hawley Esq his Attr comes and defends &c and says that he never promised the said Jonathan in manner & form as the sd Jona in this Writ against him has alledged and thereof puts himself on ye Country

And the said Jonathan by his above named Attorney receiving Liberty to waive this Plea on ye trial of ye Appeal & join the Issue tendered says that ye said Ethan Plea above pleaded and ye Matters therein contained are insufficient in Law wherefore he prays judgment of ye same and that he may be allowed his Costs — and the said Ethan consenting says his Plea is sufficient — Thereupon ye premises being seen and by the Court of ye Lord the King now here fully understood forasmuch as it appears to ye said Court that ye Plea aforesaid of ye sd Ethan and ye matters therein contained are good and sufficient in Law to preclude the said Jonathan from proceeding in his said Action against the said Ethan It is therefore considered by the Court that the said Jonathan by his Plea aforesd have nothing but that for his groundless demand he be in mercy, It is likewise considered by said Court that the sd Ethan do recover against ye said Jonathan & with his Assent for his Costs in defending the Suit of ye said Jonathan

The said Jonathan by his above named Attorney appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing And he recognizes with Sureties as the Law directs for the said Jonathans prosecuting the appeal with Effect as by said Recognizance as on file it appears

John Taylor of Deerfield in the County of Hampshire yeoman pltff vs Moses Graves of Littlefield in the County of Berkshire Gent Deft In a plea of Trespass on the Case whereon the said John complains that whereas one Abraham Bass on the third day of May AD 1752 at Deerfield aforesaid made a certain promissory note in writing & subscribed his hand writing thereto and delivered ye same to ye said John by which he promised to pay to ye said John five pounds 10/0 meaning that sum of the lawfull money of our province of ye Massachusetts Bay in New England on demand with lawfull interest for the same till paid for value rec by reason whereof ye said Abraham became indebted & obliged to pay to ye said John ye said five pounds 10/0 and the lawfull interest thereof whenever afterwards he should be by ye said John thereto required ye said John in fact says that afterwards to wit on ye third day of Oct AD 1753 at Deerfield aforesd ye note being in his hands and ye whole contents thereof both principal and interest being unpaid & due to him from the said Abraham and he ye said Abraham being then & there possessed of a certain Cow of ye price of six pounds as of the proper Goods & chattels of him the said Abraham and he ye said John being in great need of ye said Cow & discoursing then and there was had between ye said John & ye said Abraham concerning ye said Debt due from the said Abraham to ye said John upon the said note & concerning his ye said John's taking the said Cow of the said Abraham towards Satisfaction of ye Debt aforesd upon which discourse it was then and there agreed between the said Abraham & John that he the said Abraham within three weeks next after ye said third day of Oct should deliver ye said Cow to him ye said John at Deerfield aforesaid & that he ye said John should accept ye said Cow toward Satisfaction of ye said Debt on ye said note aforesaid at such a price and at ye discharge of such sum & part of ye said Debt as ye said Cow should amount to at one penny & eleven sixteenths of a penny by ye pound & he the said Abraham then & there to wit on ye said third day of October at Deerfield aforesaid in consideration ye said John at his request had agreed & promised to accept the said Cow in manner aforesd towards Satisfaction of ye said Debt on ye said note aforesd undertook and engaged to ye said John that he would deliver the said Cow to him ye said John according to ye tenor of ye agreement aforesaid & ye said John further in fact says that afterwards on ye same third day of Oct at Hatfield in our County aforesaid the said Moses being desirous to buy & have ye said Cow of ye said Abraham and by discourse had between ye said Moses and the said Abraham of & concerning the said Abrahams Debt to ye said John & his ye said Abrahams special contract and engagement to deliver the said Cow to ye said John above specified & he the said Moses being informed that ye said Abraham would not sell ye said Cow to him ye said Moses without ye consent and Licence of him the said John he the said Moses to induce ye said John to consent that the said Abraham should sell ye said Cow to him ye said Moses then and there to wit on the said third day of Oct at Hatfield aforesd in and by a certain writing signed & subscribed with the proper name of ye said Moses by a certain person thereunto by the said Moses lawfully authorized agreed & to ye said John faithfully promised that if he the said John would release that Cow meaning that if he ye said John would release ye said Abraham from his agreement and special promise to ye said John above specified touching his the said Abrahams Cow aforesd he ye said Moses would answer Pass Debt meaning that he ye said Moses would pay & satisfy to him the said John ye whole sum which was then due from ye said Abraham to him ye said John on said note aforesd and any further Interest thereof should accrue and grow due to ye said John by virtue of the said Note) whenever afterwards he the said Moses should be ~~after~~ thereto required and the said John says that the sum then due on said note was ye original principal of ye same above mentioned and ye lawfull interest thereof to ye said third day of Oct and the said John further avers that afterwards on ye said third day of Oct at Deerfield at ye request and in consideration of ye promise of ye said Moses above specified he did release that Cow, that is to say he did fully & absolutely release ye said Abraham from his agreement and special promise touching the Delivery of ye said Cow to him the said John above specified and did then & there give his Consent & express licence to him the said Abraham to sell ye said Cow to ye said Moses or any other person at his free Will & pleasure of all which he ye said Moses afterwards on ye said third day of Oct at Hatfield aforesd was notified by the said John & ye said John says he has never since rec ye said Cow ~~that the~~ ye said Abraham nor made any demands on him of the said Cow & that he ye said Abraham has never since paid nor in any ways contented him the said John ye contents of the said note or any part thereof Nevertheless said Moses not regarding his said Agreement & undertaking but contriving to defraud the said John in this particular hath not yet paid ye said John ye sum which on ye said third day of Oct was due to him from ye said Abraham on ye note aforesaid nor any part of the contents thereof according to his said Promise and undertakings

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Taylor vs Graves

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Taylor vs Graves

although the said Moses on the fourth day of October aforesaid and oftentimes since at Hatfield aforesaid was by the said John thereto requested but has altogether hitherto and still doth refuse to pay and satisfy the same To the damage of the said John the sum of twelve pounds

The parties aforenamed to wit the Pltf in his proper person and the said Moses by Woodbridge Little Gent his Attorney come here and refer this Case to final determination and award of Deacon Ebenezer Hunt Major Salah Barnard and Mr Elisha Hubbard or any two of them (Arbitrators mutually elected by the said Parties) to be made upon the premises and returned into this Court so soon as may be, And the Case is continued until the next Term

Fowler vs Webb

23

Bildad Fowler of Westfield in the County of Hampshire yeoman Pltff vs Samuel Webb of Murrayfield in said County yeoman Deft, In a plea of Debt In a plea of Case for that the said Samuel at said Westfield on the twenty fifth day of August Dom 1767 by his note of that date for Value rec promised said Bildad to pay him the sum of five pounds 12s lawfull money on demand with Interest till paid, Yet the said Samuel tho often thereto requested hath not performed his said promise But he wholly denys to do it To the damage of the s^d Bildad the sum of Six pounds, The Pltf appears by John Thelps Gent his Att^y and the Deft being three times publickly called to come into Court makes default of appearance

It is therefore considered by the Court that the said Bildad do recover against the said Samuel five pounds 4s 0d lawfull money damages & Cost of Court taxed at one pound 10s 7d and thereof &c

The said Samuel afterwards now at this same Term comes here in his proper person and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and there recognizes with Sureties as the Law directs for the said Samuel's prosecuting the appeal with Effect as by said recognizance as on file it appears

The foregoing Judgments being made and entred up in manner aforesaid the said Court was adjourn'd without Day —

Attest^r Wm Williams Cler —

Hampshire ss

Anno Regni Georgii Tertii Regis magna Britannia Francia et Hibernia Octavo

At his Majesty's Inferior Court of common pleas holden at Northampton within & for the County of Hampshire by adjournment of the General Court on the third Tuesday of March being the fifteenth day of the said Month Vide die in diem to & 18th day of the same month Anno Domini 1768

February Term 1768

Present Israel Williams Esq Timothy Dwight Junr Esq Thomas Williams Esq

Jury of Trials

Elijah Strong foreman
Ithamar Strong
John Brown
Josiah Cooley
Elisha Wait
Seth Graves
Joseph Ashley
Eliakim Smith
Nathl Bastow
Isaac Gray
Azariah Dickinson
Elijah Clap

Jurors

Ind Case Stanwood Clap
Amos Allen and Benja Tupper yeomen
Ithamar Strong & Elijah Clap off
Sqr Elijah Leonard (Absent) excused
Decr Joseph Mitchel (Present) excused

Continued Actions

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield in the County of Hampshire Ptfs vs John Townley of Hartford merchant Deft In a plea of the Case as heretofore recorded and now at this Term said parties come here and because the Referees to whom this Case was referred have not made any Award they humbly pray that the case may be continued under same rule until the next Term of this Court and it is granted them — Ely & Leonard vs Townley

Benjamin Day Gentr and Margaret Jones Gentlewoman both of Springfield in the County of Hampshire Executors of the last Will and Testament of Cornelius Jones late of said Springfield Gentr Decd Ptfs vs Bildad Fowler of Westfield in said County yeoman Deft in a plea of the case as at large on record, and now at this Term the parties come here and because the Referees to whom this Case was referred have not made any award they humbly pray that the Case may be continued under same rule until the next term and it is granted them — Jones Exrs vs Fowler

Nathaniel Taggart yeoman and James Taggart yeoman both of Blandford and David McMurry and Jane McMurray both of said Blandford Infants and Children of George McMurray late of Blandford aforesd Decd and Susannah McMurray his Wife who was formerly Susannah Taggart and which said David and Jane Infants sue by Jane Taggart of said Blandford in said County of Hampshire their Grandmother and next friend Ptfs vs Sylvanus Percy of Westfield in said County yeoman Deft in a plea of Ejectment, as heretofore recorded and now at this Term the parties come here to wit said Ptfs by John Worthington Esq their Attorney and said Deft by Joseph Hawley Esq his Attorney — And now at this time Bildad Fowler of Westfield yeoman, who said Silvanus at a former term of this Court vouched to Warrant the Lands in demanded by said demandants against the said Silvanus, comes here in his proper person & freely warrants to the said Demandants the premises by them demanded, And thereupon the said Nathaniel Taggart and James Taggart and the said David McMurray & Jane McMurray by their Attorney aforesaid demand of the said Bildad Fowler Tenant by his warranty the Lands aforesaid with said appurtenances and the said Bildad agreeing that no advantage shall be taken against said Ptfs for the omission and want of a more particular & formal declaration against the said Bildad say that the said George Dispeised the said Samuel the Son in said Original — Taggart vs Percy

Declaration named as therein mentioned and that from so much
the right descended to ye other Samuel his Father as in said Declaration
mentioned and from the same ~~Samuel~~ the right to the said Lands with
the Appurtenances descended and came to ye Pltts and that the said Sylvanus
had no entry into the Messuage and Lands aforesaid but by the said
Bildad to whom the said George demised the same and who unjustly &
without judgment disseised the said Samuel first aforesaid, yet said
Sylvanus unjustly withholds the same from the demandants and
whereof they bring this Suit &c

Taggart vs Perry

And the said Bildad by John Phelps Gent his Attorney agreeing to
take no advantage of ye above Omission and reserving to himself liberty
of making any new plea at the Tryal of the appeal pleads and
says that the said Bildad never Disseised the said Samuel of the lands
within mentioned in manner and form as the Pltts in their declaration
have alledged & thereof he puts himself on ye Country

And the Pltts by their Attorney aforesaid agreeing to the reservation aforesd
of ye said Bildad say that the Defts plea above pleaded and the matters therein
contained are an insufficient answer to their Declaration and that
they are not holden by the law of the Land to answer thereto all which
they are ready to prove Wherefore they pray judgment for ye Lands
demanded with ye Appurtenances and for Costs of Suit

And the said Bildad says his plea is sufficient & thereof prays
judgment and judgment for his Costs

Thereupon all and singular the premises being seen and fully
understood by the Court of the Lord the King now here for that it appears
to the said Court that the plea aforesaid of the said Bildad by him
in manner and form above pleaded and the matters therein contained
are not sufficient in law to preclude the Pltts from proceeding in their
said Action against the said Bildad or from their damages and Cost

It is therefore considered by the said Court that the said Pltts do
recover against the said Bildad Fowler Tenant by his Warranty ye Messuage and Lands aforesaid with the
appurtenances and Costs of Court taxed at seven pounds 7/3 and &c

The said Bildad Fowler Tenant by his Attr above named appeals from
the judgment of this Court to the Superiour Court of Judicature to be
holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next ensuing and recognizes with
Sureties as the Law directs for the said Bildad's prosecuting ye appeal
with Effect as by said recognizance as on file it appears

Scripture vs Jackson

Simeon Scripture of Coventry in ye County of Windham Trader Pltff vs
Joseph Jackson of Boston in ye County of Suffolk Trucksman Deft in a plea
of the Case as at large on record and now at this Term the said Parties
come here, and because the Referees to whom this Case was referred
have not made any award they humbly pray that that this case
may be continued under ye same rule untill ye next Term & it is granted them

Eustice vs Danks Esq

Jane Eustice of Boston in ye County of Suffolk Millener Pltff vs Benoni Danks
lately of Chignecto in ye Province of Nova Scotia Esqr Deft, In a plea of Trespass
as at large on record, and now at this time the said parties come here by their
respective Attornies and humbly pray that the Case may be continued
until the next Term, and it is granted them

Ingersoll vs Bond

David Ingersoll of Great Barrington in ye County of Berkshire Gent Pltff vs
David Bond late of Mendon in ye County of Worcester yeoman Deft and an Absconding
Debtor in a plea of the Case as heretofore recorded And now at this time said
David Ingersoll comes here by Moses Bliss Gent his Attorney and ye said David
Bond being three times publickly called makes default of appearance in Court, It is
therefore considered by the Court that ye said David Ingersoll recover against the said
David Bond Eight pounds 10/10 of lawfull money Damages & Cost of Court taxed at Eight & thereof &c
Decon is 22d July 1760

Lovell vs Landon

James Lovell of Mendon in ye County of Worcester yeoman Pltff vs David Bond late of
said Mendon yeoman an Absconding Debtor Deft in a plea of ye Case as at
large on record, and now at this time ye said James comes here by Moses Bliss Gent his
Attr and ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said James recover against ye said David
twenty eight pounds 12/4 of lawfull money damages and Costs of Court taxed at four
pounds 7/10½ and thereof &c
Decon is 26th May 1760

Noah Allen of Greenfield in ye County of Hampshire yeoman Pltiff vs Daniel Whipple of Montague in ye same County yeoman Deft in in a plea of the Case as at large on record, and now at this Term the said Parties come here and because the Referees to whom this Case was referred have not made any award they humbly pray that the Case may be continued until ye next Term and it is granted them — Allen vs Whipple

Amos Marsh of Warwick in ye County of Hampshire yeoman Solomon Emmons of Windsor in ye County of Cumberland and Province of New York yeoman and Mary his wife late Mary Marsh Johnson Goodale of Brookfield in ye County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his Wife late Patience Marsh Adoniram Bartlet of said Brookfield yeoman and Miriam his wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman (which said Solomon, John Henry, Adoniram sue by their Wives) Pltiffs vs Ebenezer Spooner of Ware in ye County of Hampshire yeoman Deft In a plea of Ejectment as heretofore recorded, And now at this time ye said Parties come here by their respective Attornies and humbly pray that this Case may be continued until ye next Term and it is granted them — Marsh et Al vs Spooner

John Ely yeoman and Justin Ely Gentleman both of Springfield in the County of Hampshire Pltiffs vs Jabez Snow late of Springfield aforesaid an absconding Debtor yeoman Deft in a plea of the Case as at large on record, and now at this time the said John and Justin ye Pltiffs come here and humbly pray that this case may be further continued until ye next Term and it is granted them — Ely &c vs Snow

Simeon Phillips of Springfield in ye County of Hampshire yeoman Pltiff vs John Miser of said Springfield yeoman Deft in a plea of the Case as heretofore recorded, and now at this time the parties by their respective Attornies come here and the referees to whom this case was referred now report as follows (viz) We do award and determine that the said Simeon Phillips shall recover of the said John Miser the Sum of five pounds lawfull money damages and Cost of Court together with the Cost of this reference being twenty five Shillings and six pence (viz 9/ for referees & 9/ for Witnesses 6/ Expences of ye House and 1/6 for Pltiff attendance,

It is therefore considered by the Court that the said Simeon do recover against the said John five pounds of lawfull money damages and Costs of Court and reference in ye Whole taxed at four pounds 19/ & three of &c — Execution is 2d April 1766 — Phillips vs Miser

Bildad Fowler of Westfield in ye County of Hampshire yeoman Pltiff vs Hezekiah Sumner of Sandisfield in ye County of Berkshire yeoman Deft in a plea of the Case as heretofore recorded at large, And now at this time the said Parties come here, and the justices of our Lord the King here being now advised of giving their judgment upon the premises for which ye Case was continued at ye last Term — ~~It occasioning being advised~~ Therefore It is considered by the said Court that the said Bildad do recover against the said Hezekiah the Sum of forty two pounds ~~twelve~~ thirteen shillings & two pence two farthings of lawfull money Debt and Cost of Court taxed at two pounds 15/10 and three of &c — Execution sued 22d Feby 1766 — Fowler vs Sumner

Moses Dewey of Westfield in ye County of Hampshire yeoman Pltiff vs Joseph Leonard Jun of Springfield in said County Gent Deft in a plea of the Case as heretofore recorded at large, and now at this time ye Parties come here and because the referees to whom this Case was submitted have not as yet made any award they humbly pray that the Case may be continued under the same rule until the next Term & it is granted them — Dewey vs Leonard Jun

Elisha Parks of Westfield in ye County of Hampshire Gent Pltiff vs Lebbeus Ball of Granville in ye County aforesaid yeoman Deft in a plea of the Case as heretofore recorded at large, Now at this term ye Pltiff comes here by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Elisha recover against ye Deft Lebbeus three pounds 0/0 of lawfull money damage and Cost of Suit taxed at two pounds 4/ and three of &c — Execution is 26th May 1766 — Parks vs Ball

Nathaniel Phelps of Northampton in ye County of Hampshire yeoman Pltiff vs Ebenezer Burt of Springfield in ye same County yeoman Deft in a plea of the Case as heretofore recorded at large — And the said Parties at this time come here & because the referees to whom this Case was referred have not made any award they humbly pray that ye Case may be continued until ye next Term and it is granted them — Phelps vs Burt

Dix vs Shepard

James Dix of Tyringham in the County of Berkshire yeoman Pltff vs John Shepard of Westfield in the County of Hampshire yeoman Deft. In a plea of the Case as heretofore recorded at Large, And now at this time the parties come here and because the referees to whom this Case was referred have not made any award they humbly pray that the Case may be continued until the next Term and it is granted them

Whipple vs Allen

Daniel Whipple of Groton in the County of New London and Colony of Connecticutt Junior yeoman Pltff vs Noah Allen of Greenfield in the County of Hampshire yeoman Deft. In a plea of the Case as at large on record and now at this time the parties come here and the referees to whom this case was referred not having made any award they humbly pray that the case may be continued until the next term And it is granted

Burt vs Phelps

Ebenezer Burt of Springfield in ye County of Hampshire yeoman Pltff vs Nathaniel Phelps of Northampton in said County yeoman Deft, In a plea of the Case as heretofore recorded at Large, And now at this Term the said Parties come here and by reason of the referees to whom this Case was referred not having made any award, they humbly pray that the Case may be further continued until the next Term and it is granted them

Horton vs Leonard

Timothy Horton of Springfield in the County of Hampshire yeoman Pltff vs Joseph Leonard of said Springfield yeoman Deft, in a plea of Covenant broken as recorded at large on the record of the preceeding Term, And now the said parties come here and the said Timothy by John ~~Strong Esq~~ Worthington Esq his attorney replys to the demurrer made on the Declaration and Entered at the last Term and says that his Declaration aforesaid and the matters therein contained are sufficient and that the said Joseph by law is holden to answer thereto & as the said Joseph does not deny the same he prays judgment for his damages and Cost

Thereupon ye premises being fully understood by the Court & for that it appears to ye same Court the said Lord the King nowhere that the declaration aforesaid and the matters therein contained are sufficient in law to maintain the action of the said Timothy against the said Joseph. Lord the King nowhere and upon mature deliberation had ~~thereon~~ ~~and by said bond that the said declaration is good and sufficient and~~ It is ~~therefore~~ therefore considered by said Court that the said Timothy recover against the said Joseph the sum of fourteen pounds of lawfull mony damages and cost of Court taxed at two pounds 17/ and thereof &c Execn is 11th April 1786

Washburn vs Hamlin

Noah Washburn of Hartford in ye County of Hartford and Colony of Connecticutt Cooper Pltff vs Elisha Hamlin of Haddam in ye County aforesaid yeoman Deft in a plea of the Case as recorded at large of ye preceeding Term, and now ye said Noah comes here by Jonathan Bliss Gent his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that ye said Noah recover against the said Elisha twenty two pounds 17/ lawfull mony damages and cost of Court taxed at three pounds 0/ ye thereof &c Execn is 19th March 1786

Rogers vs Jones

William Rogers of Greenwich in ye County of Hampshire yeoman Pltff vs William Jones late of Hadley in ye County yeoman Deft in a plea of the Case as heretofore recorded at large, And now the said Willm Rogers comes here by Simeon Strong Gent his Attorney and ye Deft being three times publickly called makes default of appearance herein Court, Therefore it is considered by the Court that the said Wm Rogers recover against the said Wm Jones ye sum of Six pounds 19/3½ of lawfull mony Debt & Cost of Court taxed at two pounds 17/3 (and thereof &c) Execn is 11th April 1786

Strong vs Fowler

Simeon Strong of Amherst in ye County of Hampshire Gent Pltff vs Bildad Fowler of Westfield in ye same County aforesaid yeoman Deft in a plea of the Case as at large on record of the preceeding Term, and now come here ye said Parties viz) the said Simeon in his proper person and the said Bildad by John Phelps Gent his Attorney comes and defends the force and Injury &c and says that he oweth the said Simeon nothing in manner & form as the said Simeon in his Writ has alledged and thereof ye said Bildad puts himself on the County and the Pltff likewise

Thereupon ye jurors at this time according to ye form and Effect of the Statutes in this Case provided Returned and impanelled being demanded likewise come here, Who to say the truth concerning the premises being duly sworn

Sworn by Serijah Strong their foreman declare upon their Oath that they find for the Plt two pounds nine shillings and eight pence lawfull money damages and Cost of Court — It is therefore considered by the Court that the said Simeon recover against the said Bildad two pounds 9/8 of lawfull money damages and Cost of Court taxed at £3,15/ &c

Strong vs Fowler

The said Bildad in his proper person appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the prosecuting the appeal with Effect as by said recognizance as on file it appears

Chauncy Esq vs Jones

Josiah Chauncy of Amherst in ye County of Hampshire Esq Plt vs William Jones late of Hadley in the same County yeoman Deft in a plea of ye case as at large on record of ye preceding Term, And now at this Term the said Josiah comes here by Simeon Strong Gent his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here

It is therefore considered by the Court that the said Josiah do recover against the said William ye sum of four pounds 3/6 1/4 of lawfull money damages and Cost of Court taxed at one pound 14/ and therefor &c Execution is 23 Mar 1766

Taylor vs Harwood

Edmund Taylor of Greenwich in the County of Hampshire yeoman Plt vs John Harwood of Ware in said County of Hampshire yeoman Deft In a plea ~~of trespass~~ wherein the said Edmund demands against the said John a certain tract of Land &c as at large on record of the preceding Term, and now at this time ye said Edmund being three times publickly called to come into Court and prosecute this said Action is Nonsuit and ye Defft hew is defaulted and ye Action dismissed

Taylor vs Graves

John Taylor of Deerfield in ye County of Hampshire yeoman Plt vs Moses Graves of Pittsfield in the County of Berkshire Gentleman Deft in a plea of Trespass on the Case as recorded at large with the record of the preceding Term, and now at this time the said parties come here by their respective Attornies and because the referees to whom this case was submitted have not made any award they humbly pray for a continuance and it is granted them and the Case is continued until ye next Term accordingly

Entries at this Term

Beck vs Kellogg No 1

George Beck of Springfield in ye County of Hampshire Gent Plt vs Martin Kellogg of Sheffield in said County yeoman Deft In a plea of the Case for that said Martin at said Sheffield on ye eighteenth day of June Anno 1764 by his promissory note of that date for value rec promised one Thomas Williston to pay him or order nineteen pounds 13/6 lawfull money on demand with Interest till paid, which said Note ye Thomas Williston at said Sheffield on the same eighteenth day of June 1764 by his Indorsement under his own hand on ye Back of sd Note indorsed over to the Plt and thereby ordered ye Contents of sd note then wholly due and unpaid to be paid to ye Plt, of all which said Martin instantly had notice and so became liable to pay to pay the Contents of said Note to the Plt and ye said Martin then and there promised ye Plt to pay him ye Contents of said Note on demand &c as in ye Writ — The Plt appears by Justin Ely Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Robert recover against ye said Martin the sum of twenty four pounds 1/11 of lawfull money damages and Cost of Court taxed at one pound 9/ and therefor &c — Execution is 23 Mar 1766

Brooks vs Knap No 2

Jerah Brooks of Sheffield in ye County of Hampshire yeoman Plt vs James Knap late of Springfield in ye County aforesaid yeoman Deft In a plea of the Case for that said James at Sheffield on the twenty fifth day of August last by his promissory note for Value rec promised said Jerah to pay him four pounds lawfull money on demand with Interest &c as in ye Writ The Plt appears by Justin Ely Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court — Therefore It is considered by ye Court that ye said Jerah recover against ye sd James four pounds 2/18/4 of lawfull mony damages and Cost of Court taxed at one pound 12/ 6 therefor &c — Execution is 2 April 1766

Walbridge vs Washburn No 3

Amos Walbridge of Hartford in ye County of Hartford and Colony of Connecticut yeoman Plt vs Samuel Washburn of Ashfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Samuel at Northampton on ye third day of January Anno 1763 by his note of that date

22d
Walbridge
vs
Washburn

Date for Valuee promised said Amos to pay him two pounds 13/6 lawfull money on or before the twenty fifth day of December thennext with lawfull interest till paid &c as in the Writ — The Ptt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Amos recover against the said Samuel three pounds 12/9½ of lawfull money damages and Cost of Court taxed at two pound 2/ and thereof &c — Ex issued 28th Mar 1786

Barber
vs
Parsons
No 4

John Barber junr of Springfield in the County of Hampshire yeoman Ptt vs Moses Parsons late of Windsor in the County of Hartford and Colony of Connecticut Gent Deft in a plea of the Case for that said Moses at said Springfield on the twelfth day of August Dom 1785 by his note of that date for Valuee promised said John to pay him three pounds 10/ worth of neat Cattle at Cash price by the last day of September thennext ensuing the date of said Note &c as in the Writ — The ptt appears by Moses Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said John recover against the said Moses the sum of three pounds and ten shillings of lawfull money damages and Cost of Court taxed at one pound 14/10 and thereof &c — Execon is 12th Augt 1786

Stephenson
vs
Evans
No 5

John Stephenson of Springfield in the County of Hampshire yeoman Ptt vs Eli Evans late of Suffield in the County aforesaid Cordwainer Deft In a plea of the Case for that said Eli on the thirty first day of March AD 1785 at Springfield aforesaid by his note of that date for Valuee promised said John to pay him three pounds 10/ in Grain or West India Goods in three months from that time &c as in the Writ — The ptt appears by Jonathan Bliss Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said John recover against the said Eli three pounds 10/ of lawfull money damages and Cost of Court taxed at one pound 16/10 &c
Execon is 3rd August 1786

Root
vs
Dudley
No 6

Amos Root of Pittsfield in the County of ~~Hampshire~~ Berkshire yeoman Ptt vs Sylvanus Dudley of Springfield in the County of Hampshire yeoman Deft in a plea of the Case for that said Silvanus at Springfield aforesaid on the twenty fourth day of September last past by his note of that date for Valuee promised said Amos to pay him or order five pounds lawfull money on or before the first day of November thennext with interest &c as in the Writ — The ptt appears by John Thelps Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Amos recover against the said Silvanus the sum of Five pounds two shillings & Eight pence two farthings of lawfull money damages and Cost of Court taxed at ~~two~~ one pound 13/9 and thereof &c — Execon is 26th May 1786

Scales
vs
Percy
No 7

Isaac Scales of Williamstown in the County of Berkshire Gent Ptt vs Silvanus Percy of Westfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Silvanus at Northampton on the twenty fifth day of March Dom 1785 by his note of that date for Value received promised said Isaac to pay him the sum of seven pounds worth in Shoes at the Cash price and deliver the same Shoes at Benjamin Simons at West Hoosuck by the first day of October thennext following the date of said Note and the Isaac says he has allways hitherto been ready at the place of delivery aforesaid to receive said Shoes yet the said Silvanus tho often thereto requested hath not performed his said promise but neglected it To the damage of the said Isaac nine pounds — The ptt appears by John Thelps Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Isaac recover against the said Silvanus the sum of Seven pounds of lawfull money damages & Cost of Court taxed at one pound 19/6

The said Silvanus afterwards now at this same term comes herein his proper person and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with sureties as the law directs for his own prosecuting the appeal with Effect as by said recognizance as on file it appears

John Thompson late of Windsor in the County of Hartford and Colony of Connecticutt yeoman pltt vs John Hubbard of Amherst in ye County of Hampshire yeoman Deft in a plea of the Case for that the said Hubbard at said Amherst on the thirteenth day of July last past by his note of that date for value rec promised the said Thompson to pay him or him or his order two pounds 10/ lawfull money on demand with the lawfull interest thereof until paid, yet the said John Hubbard tho' often thereto requested has never paid the sd sum or any part thereof but unjustly neglects and refuses so to do to ye damage of the said John Thompson four pounds — The pltt appears by Elisha Porter Gentr his Attorney and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that the said John Thompson recover against ye said John Hubbard the sum of three pounds 15/ of lawfull money damages and Cost of Court taxed at one pound 17/ 4 and thereof &c

Thompson vs Hubbard 9

The said John Hubbard afterwards now at this time comes here by Simeon Strong Gentr his Attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognizes with Sureties as the law directs for the said John Hubbard prosecuting ye appeal with effect as by said recognizance as on file it appears

John Thomas of Hartford in ye County of Hartford and Colony of Connecticutt yeoman pltt vs Eleazar Burt of Northampton in ye County of Hampshire yeoman Deft In a plea of the Case for that said Eleazar at said Northampton on the sixth day of November last past being justly indebted to ye pltt in ye sum of sixteen pounds lawfull money &c as in the Writ — The said John being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the Deft likewise defaulted and ye Action accordingly dismissed

Thomas vs Burt 9

David Wooster of New Haven in ye County of New Haven & Colony of Connecticutt Esq pltt vs Selah Wright of Northampton in ye County of Hampshire yeoman & a Deputy Sheriff under Oliver Partridge Esq Sheriff of ye said County Deft In a plea of Trespass on the Case for that the said Selah at said Northampton on ye twenty third day of November last past with force and Arms did break & enter a certain Store of the said David's there called an Ore House or Shop being in ye West Woods on ye East side of and near ye foot of a certain Hill called ye Mineral Hill & two Tons of ye pltt Lead Ore pounded fine of ye Value of fifty pounds & eighty of the Pltt Bowers or stone Augers of ye Value of eight pounds & Eleven of ye pltt stone Hammers and Sledges of ye Value of ten pounds and one Iron Draw of ye pltt of ye Value of twenty Shillings and one Spade of ye Value of eight Shillings & two Stubbing Hoes of ye Value of three Shillings each & one Wheel Barrow of the Value of eight Shillings all then and there in the same Store and in ye possession of ye pltt then and there being, the said Selah then and there with force & Arms took and carried away and many other Enormities against ye pltt then and there did all which is contrary to law against our peace and to the damage of the said David ninety pounds — The pltt appears by John Worthington Esq his Attorney and the said Selah by Joseph Hawley Esq his Attorney comes and defends the force and Injury &c and says that he is not guilty in manner and form as the above named Wooster in this Writ against him has alledged and thereof puts himself on ye Country &c reserving Liberty to alter this plea and plead specially at ye trial of ye appeal if he shall think it most expedient

Wooster vs Wright 10

And the said David Wooster by his Attorney above named consenting to ye reservation aforesaid made by the Deft in his plea aforesaid reserving to himself the liberty of waiving this demurrer on ye trial on ye appeal & then joining ye Issue tendred now says that the Defts plea above pleaded is an insufficient answer to his Declaration and that he is not holden by law to answer thereto which he is ready to prove Wherefore he prays — Judgment thereof and Judgment for his damag and Costs — And the said Selah agreeing to ye said David's reservation says that his plea is sufficient

Thereupon ye premises being seen and fully understood by the Court of the Lord the King now here and for as much as it appears to ye said Court that ye plea of the said Selah is good and sufficient in law to preclude ye said David from ye

Wooster vs Wright

proceeding in his said Action against the said Slate — It is therefore con-
sidered that the said David by his plea aforesd have nothing but that for
his groundless demand he be in mercy — It is likewise considered ~~[illegible]~~
that the said Slate recover against the said David the sum of
of lawfull money allowed him with his Assent for his Cost
in defending the Suit of the said David and the rest of &c

The said David by his Attorney aforesaid appeals from ye judgment
of this Court to ye Superiour Court of judicature to be holden at Springfield
within and for the County of Hampshire on ye fourth Tuesday of September next
ensuing and he recognizes with Sureties as the Law directs for the said David
prosecuting ye Appeal with Effect as by said recognizance on file it appears

Rowe vs Willard

Daniel Rowe of Sheffield in the County of Hampshire yeoman Pltff vs Benjamin
Willard of Brookfield in ye County of Worcester yeoman Deft in a plea of the Case
for that said Benjamin at Northampton on ye Sixth day of July last by his
promissory note in writing under his hand of that date for Value rec promised
the said Daniel to pay him or his order nine pounds 9/4 in one month
from the date of said Note with lawfull interest for the same from said
time of payment till paid, yet said Benja tho often requested hath never paid
the same or any part thereof but unjustly neglects it to ye Damage of the
said Daniel Twelve pounds — The pltff appears by John Worthington Esq
his Attorney and ye Deft being three times publickly called makes default
of appearance in Court — It is therefore considered by the Court that
the said Daniel recover against the said Benjamin nine pounds 9/11
of lawfull money damages & Cost of Court taxed at one pound 10/7 & three d &c

The said Benja afterwards at this same Term comes into Court by Daniel
Hitchcock Gent his Attorney and appeals from the judgment of this Court
to the Superiour Court of judicature to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of September next —
Ensuing and he recognizes with Sureties as the Law directs for the said
Benjamin in prosecuting the appeal with Effect as by said recognizance
as on file it appears

Oliver vs Merriman

Robert Oliver of Conway in ye County of Hampshire yeoman pltff vs Abel
Merriman late of said Conway yeoman Deft In a plea of Trespass on the
Case for that said Abel on the nineteenth day of May Anno Domi 1769 by ye at
said Conway by his note of that date for Value rec promised s Robert to pay
him three pounds 10/ within six months from ye Date of said Note & in ye that
The pltff appears by Samuel Field Gent his Attorney and the Deft being three
times publickly called to come into Court makes default of appearance here
It is therefore considered by the Court that the said Oliver recover against
the said Abel three pounds 10/ of lawfull money damages and Cost of Court
taxed at one pound 8/ & three d &c — Execon iss 12th March 1766

Billing & Blodget vs Childs

Moses Billing yeoman & Samuel Blodget Physician both of Sunderland in the
County of Hampshire pltff vs Timothy Childs of Greenfield in ye County aforesaid
Gent ~~Deft~~ Executor of ye last will and testament of Timothy Childs late of
Deerfield in said County Gent Ded for that whereas said Moses and Samuel on
the last tuesday of August last past by the consideration of our justices recovered
judgment against said Timothy ye Executor for the sum of four pounds 17/2
lawfull money damages and two pounds 13/4 for his Costs as to us appears of Record
And whereas said Moses and Samuel on ye twenty eighth day of Sept last past
sued out our Writ of Execution on ye judgment aforesaid directed to the Sheriff of our
said County his undersheriff or deputy, Wherein we commanded said Sheriff or
Deputy that of the Goods Chattels or Lands of ye said Testator in ye hands of said
Executor within his Precinct he cause to be paid unto ye said Moses & Samuel
ye aforesaid Sums being seven pounds 3/7 with 1/7 for that Writ Oath &c &
to satisfy himself for his own fees and to make return of sd Writ with his doings
thereon, And whereas one Joseph Ashley a Deputy Sheriff under Oliver Partridge Esq
to whom our sd Writ was Committed, on ye return day of said Execon made his
return of Nulla Bona on ye same Execution and by Virtue of ye same Execon he had
made diligent Search for the Estate of sd Ded and could find no Goods or Estate of said
Ded whereon to levy the same, therefore sd Execon remained unsatisfied & unpaid
And whereas said Moses and Samel came into our said Court on ye return day of sd
Execon and Suggested to us that said Executor hath wasted ye Goods & Estate of sd Ded and
humbly supplicated us to provide therein remedy in this behalf Now to the

Billing & Blodgett vs Childs

Lis that Justice may be done, we command you that you make known unto said Testator to be before our justices of our said Prov. our Court of Common pleas to be holden at Northampton on ye Second Tuesday of February next and shew cause if any he have wherefore Execution should not be adjudged & awarded against him &c as in the Writ — The ptts appear by Simeon Strong Gent their Attorney — And the Deft being three times publickly called makes default of appearance in Court — It is therefore considered yt the said Moses and Samuel may have their Execution against yd Timothy for the sum aforesaid of his own proper goods & Estate which sum so as aforesaid recovered & amount to eleven pounds 13/ and for want thereof against his Body, It is also considered that yd Plaintiffs recover against said Timothy Costs of Court taxed at two pounds 13/6 &c

Exon is 11th April 1786

French vs Sprague

Thomas French of Conway in ye County of Hampshire yeoman ptt vs Jonathan Sprague of Ashfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Jonathan at Springfield on ye fourth day of September Dom 1786 by his note of that date for Valued promised said Thomas to pay him one pound at or before ye first day of April with lawfull interest till paid & also for that said Jonathan at said Springfield on the twenty fifth day of September aforesaid by one other note for Valued promised said Thomas to pay him six pounds 13/4 at or before the twenty fifth day of March then next with interest till paid &c as in the Writ — The ptt appears by Simeon Strong Gent his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance here — It is therefore considered by the Court that the said Thomas recover against the said Jonathan the Sum of ten pounds 13/ of lawfull money damages and cost of Court taxed at one pound 16/ and therefore &c

Exon is 21st March 1786

Stoddard vs Abercrombie

Solomon Stoddard of Northampton in ye County of Hampshire Gent ptt vs Robert Abercrombie of Pelham in the County aforesaid Gent Deft In a plea that the said Robert render to ye said Solomon fifty pounds lawfull money which to said Solomon he owes and from him unjustly detains and whereon said Solomon says that said Robert at Northampton on the tenth day of August in the seventh year of our Reign by his Bond of that date in Court to be produced bound and obliged himself to ye said Solomon in ye sum of fifty pounds lawfull money to be paid said Solomon on demand &c as in the Writ — The ptt appears by Daniel Hitchcock Gent his Attorney and the said Robert by Simeon Strong Gent his Attorney comes into Court and confesses the forfeiture of the Bond and prays for an equitable Chancery

Thereupon It is considered by the Court that ye said Solomon recover against the said Robert ye sum of twenty six pounds 13/8½ of lawfull money damages and Cost of Court taxed at one pound 8/ therefore &c — Exon is 3 May 1786

Starr vs Clap

Thomas Starr of Northampton in ye County of Hampshire Cordwainer ptt vs Jonathan Clap of said Northampton yeoman Deft in a plea of ye Case for that said Jonathan at said Northampton on the fifteenth day of May 1787 being justly indebted to ye said Thomas in ye sum of Seven pounds 16/ for Labour and Service before that time done & performed by the said Thomas for the said Jonathan at his ye said Jonathans special Instance and request In Consideration thereof ye said Jonathan then and there assumed on himself & to the said Thomas faithfully promised to pay him ye same on demand, and also for that whereas ye sd Thomas at sd Northampton on the same fifteenth day of May last past had at the special Instance & request of him ye sd Jona before that time there done & performed for him the said Jona Divers other works Labours and Services in and about his Business and affairs of him the said Jona he the sd Jona in Consideration thereof afterwards viz the same fifteenth day of May last past assumed on him self and to ye said Thomas faithfully promised that so much money as the said Thomas for ye Work Labour and Service above mentioned should reasonably deserve to have he the said Jonathan would well & truly pay & content to ye said Thomas whenever he the sd Jonathan should be afterwards thereto required & ye said Thomas in fact says that he reasonably deserved to have of ye sd Jona for ye Work Labour and Service before mentioned another Sum of seven pounds 16/ therefore of ye sd Thomas on ye same day gave notice to ye sd Jonathan yet said Jonathan tho often requested hath never paid either of ye sums aforesaid or any part thereof But unjustly neglects it to ye Damage of the said Thomas (as he saith) the Sum of Ten pounds The ptt —

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Starr vs Clap

The ptt appears by John Worthington Esq and Daniel Hitchcock Agent his Attornies and the said Jonathan by Joseph Hawley Esq his Attorney comes & defends &c and Says that he never promised the said Thomas Starr in manner and form as in the declaration in this Writ contained against him is alleged and thereof puts himself on the Country, And ye said Thomas likewise

Thereupon ye Jurors at this time according to form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning the premises being duly sworn by Mr Zerijah Strong their foreman declare upon their Oath that they find for the ptt the sum of Six pounds 4/11¼ of lawfull money damages & Cost of Ct

It is therefore considered by the Court that the said Thomas recover against the said Jonathan the Sum of Six pounds four Shillings & one penny one farthing of lawfull money damages and Cost of Court taxed at three pounds & fourteen shillings &c. The said Jonathan by his Attorney aforesaid appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as ye law directs for the sd Jonathans prosecuting the appeal with Effect as by said recognizance as on file it appears.

Russell vs Putney

Jonathan Russell of Chesterfield in ye County of Hampshire yeoman ptt vs Ebenezer Putney of said Chesterfield yeoman Deft in a plea of the Case for that said Ebenezer at sd Chesterfield on ye fourteenth day of December 1767 by his note of hand date for Value rec promised said Jona to pay him or his order twelve pounds lawfull money on demand with Interest till paid, Yet sd Ebenezer tho often requested hath never paid the same or any part thereof But unjustly neglects it To the damage of ye said Jona fifteen pounds — The ptt appears by Daniel Hitchcock Agent his Attorney & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court, that the said Jonathan recover against ye said Ebenezer twelve pounds 3/7¼ of lawfull mony damages and Cost of Court taxed at one pound 11/6 &c

The said Ebenezer afterwards now at this Term comes here by Joseph Hawley Esq his Attorney and appeals from the judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as the law directs for the said Jonathans prosecuting ye appeal with Effect as by ye recognizance as on file it appears.

Scott vs Read

Timothy Scott of Windsor in ye County of Hartford and Colony of Connecticutt Yeoman ptt vs Hezekiah Read of Chesterfield in the County of Hampshire yeoman Deft In a plea of the Case for that said Hezekiah at Northampton on ye first day of October last past was justly indebted to said Timothy in the Sum of three pounds fifteen Shillings and seven pence lawfull money according to ye Act annexed to the Writ for divers Wares and Merchandizes there before that time sold and delivered by said Timothy to sd Hezekiah at his request & in consideration thereof said Hezekiah then and there promised said Timothy to pay him the same on demand, Yet said Hezekiah tho often requested hath not paid said Timothy the same or any penny thereof but hitherto hath and still neglects and refuses to pay him ye same To ye damage of the said Timothy the Sum of Four pounds — The said parties appear by their respective Attornies and humbly pray that this Case may be continued until the next Term, Yt is considered by said Court yt said parties have a farther day before the Lord the King in this Court here until ye third Tuesday of May next Ensuing and ye Action is continued accordingly

The foregoing Judgments being made & entered up in manner aforesaid the said Court was adjourned without Day —

Attest: W.m Williams Clerk.

Hampshire ss — Anno regni Georgii Tertii regis magnæ Britanniæ Franciæ et Hiberniæ octavo

At his Majestys Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the Third Tuesday of May being the seventeenth day of said Month & de die in diem to the twentieth day of the same month Anno Domini 1768 — May Term 1768

Present	Jury of Trials	Detail
Israel Williams Esq Josiah Dwight Esq Timothy Dwight the 2d Esq Thomas Williams Esq	James Sikes foreman Thomas Colton Joseph Hitchcock Jacob Parsons John Fitch William Harison Chuck Jonathan Bardwell Lewis Langdon Eleazer Warner Jabez Keep	James Meacham Henry Thompson in the Case Burroughs vs Wood

Continued Actions

Joel Ely yeoman and Benjamin Leonard Junr yeoman both of Springfield in the County of Hampshire ptts vs John Townley of Hartford in the County of Hartford Merchant Deft in a plea of the Case as heretofore recorded, and now at this time the said parties come here, and the Court being satisfied that Lewis Bliss one of the referees appointed in this Case is died, and the said parties being desirous that Luke Bliss Gent be appointed in the room of said Lewis Decd It is therefore upon considered by the Court that said Luke Bliss be appointed in ye Room of said Lewis Bliss Decd and joined with the other Gentlemen Referees in this Case and the Case be further continued until the next Term — Ely & Leonard vs Townley

Benjamin Day Gent and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of the Last Will and Testament of Cornelius Jones late of Springfield aforesaid Gent Decd ptts vs Bildad Fowler of Westfield in ye County aforesaid yeoman Deft In a plea of the Case at Large on record and now at this time the said parties come here and because the referees to whom this Case was referred have not made any award, they humbly pray that the Case may be further continued until the next Term and it is granted them — Jones Exrs vs Fowler

Simeon Scripture of Coventry in the County of Windham and Colony of Connecticutt Merchant ptt vs Joseph Jackson of Boston in the County of Suffolk Truckman Deft In a plea of the Case as at large on record, and now at this time the parties appear by their respective Attornies and the referees to whom this Case was submitted come and report as follows to wit, that they find the Deft had not fully accounted with the ptt at the time of the commencement of this suit so there was Cause of action but that the Deft has lately accounted with ye ptt and there is due from the Deft to ye ptt costs of Court only — Thereupon it is considered by the Court that the said Simeon do recover against the said Joseph the sum of Eleven pounds 11/2 for his costs about this suit in this behalf expended and therefor &c — Scripture vs Jackson

Jane Eustice of Boston in ye County of Suffolk Milliner ptt vs Benjamin Danks lately of Rhignecto in the Province of Nova Scotia Esq Deft in a plea of Trespass at large on record and now at this term ye said Parties come here by their respective Attornies and humbly pray that this Case may be further continued until ye next term and it is granted them — Eustice vs Danks Esq

Noah Allen of Greenfield in the County of Hampshire yeoman ptt vs Daniel Whipple of Montague in the County aforesaid yeoman Deft In a plea of the Case as at large on record of the preceding terms and now at this Term ye said parties come here and because the referees to whom this Case was referred have not made any Award they humbly pray that the Case may be further continued until ye next Term and it is granted them — Allen vs Whipple

Marshall vs Spooner

Amos Marsh of Warwick in ye County of Hampshire yeoman Solomon Simmons of Windsor in the County of Cumberland and province of New York yeoman & Mary his Wife lately Mary Marsh John Goodale of Brookfield in ye County of Worcester yeoman and Eunice his Wife late Eunice Marsh Henry Gilbert of ye Brookfield yeoman and Patience his Wife late Patience Marsh Adoniram Bartlit of said Brookfield yeoman and Miriam his Wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman, which said Solomon, John Henry and Adoniram Sue by their Wife Pltts vs Ebenezer Spooner of Warwick County of Hampshire yeoman Deft In a plea of Ejectment as heretofore recorded at large, And now at this term the said parties come here in their proper persons and agree to submit the case to the final determination and award of the Honble Timothy Ruggles of Hardwick Esq Joshua Upham of Brookfield Gent and Constant Merick of Hardwick Gent or any two of them (Arbitrators mutually elected by the said Parties) to be made upon the premises and returned into this Court so soon as may be and the said Parties have a further day &c until ye last Tuesday of August next

Ely &c vs Snow

John Ely yeoman & Justin Ely Gent both of Springfield in the County of Hampshire Pltts vs Jabez Snow of said Springfield yeoman Deft In a plea of the case as at large on record and now come here ye said Pltts by Justin Ely Gent^r their Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said John and Jabez recover against the said Jabez the sum of twenty seven pounds 11/10 3/4 of lawfull mony damages & Cost of Court taxed at three pounds 0/0 & three pence &c — Ex is 20th Sept 1768

Dewey vs Leonard & ux

Moses Dewey of Westfield in the County of Hampshire yeoman Pltt vs Joseph Leonard Junior of Springfield in said County Gent^r Deft In a plea of ye case as at large on record — And now the parties come here and the referees to whom this case was referred not having made any award they humbly pray that the case may be continued until the next Term and it is granted them

Phelps vs Burt

Nathaniel Phelps of Northampton in ye County of Hampshire yeoman Pltt vs Ebenezer Burt of Springfield in said County yeoman Deft In a plea of the case as at large on record — And at this term the said parties come here and the referees to whom this case was submitted now report as follows Viz) We do award, order & determine that there is nothing due from the said Eben^r to ye s^d Nath^ll upon ye matters submitted to us hereby, and we do further award and order that ye s^d Ebenezer be quit and Discharged from the demands of the said Nath^ll in this Case, & also order and award that the said Nathaniel pay to s^d Ebenezer Costs of Court and that this be an end of this Case — Thereupon It is Considered by the Court that the said Ebenezer recover against the said Nathaniel the sum of of lawfull mony allowed him with his Costs in defending the suit of the said Nathaniel, and the rest &c

Dix vs Shepard

James Dix of Springhaming ye County of Berkshire yeoman Pltt vs John Shepard of Westfield in ye County of Hampshire yeoman Deft in a plea of the case as at large on record, and at this time ye parties come here and because ye referees to whom this case was referred have not made any award, they humbly pray that this case may be further continued until ye next term & it is granted them

Whipple vs Allen

Daniel Whipple of Groton in ye County of New London and Colony of Connecticut yeoman Pltt vs Noah Allen of Greenfield in ye County of Hampshire yeoman Deft in a plea of the case as at large on record and now the said parties come here and because the referees to whom this Case was referred have not made any award, they humbly pray that the Case may be further continued under ye same rule until ye next Term and it is granted them &c

Burt vs Phelps

Ebenezer Burt of Springfield in ye County of Hampshire yeoman Pltt vs Nathaniel Phelps of Northampton in ye County aforesaid yeoman Deft in a plea of the case as at large heretofore recorded, And now ye said Parties come here and report as follows Viz) We do award, order & determine that the said Nath^ll Phelps pay to the said Ebenezer Burt 13/9 lawfull money & we do also award and order that ye s^d Nathaniel do deliver to ye s^d Eben^r or his order at ye s^d Nath^ll dwelling house in Northampton ye following Articles Viz) 2 Milk pans 24 small platters 30 Pudding pans & Chamber pots (i.e.) 30 including bothports viz pans & pots not 30 of each 13 small pots 2 jugs & 3 platters wh Goods we find the s^d Nath^ll is possessed of belonging to s^d Eben^r for which he is accountable to him exclusive of ye sum: of Mony aforesaid & we do further award order & determine that ye s^d Nath^ll pay to s^d Eben^r ye s^d Eben^r is entitled of ye sum of £ for being 22/9 & costs of Court, & we do award yt this be a full & ch[illegible] not ye s^d Nath^ll It is therefore considered by ye Court that ye s^d Ebenezer recover ye sum of 13/9 of lawfull mony damages and Cost of Court taxed at three &c

John Taylor of Deerfield in ye County of Hampshire yeoman pltff vs Moses Graves of Pittsfield in the County of Berkshire Gentn Deft in a plea of the Case as heretofore at large recorded, and now at this term the said parties appear and it having been certified to ye Court of the Lord the King now here that Mr Elisha Hubbard who was appointed upon the case is Dec, William Lyman Gentn with ye Consent of the parties is appointed in the room and stead of said Elisha Hubbard Dec who together with Ebenezer Hunt and Salah Barnard are to hear the case and their award so to be made as soon as may be upon the matters submitted originally or the Award of any two of them is to be final and ye said Parties have a further day in this Court here until ye Last tuesday of August next coming

B.5 Taylor vs Graves

Timothy Scott of Windsor in ye County of Hartford & Colony of Connecticutt yeoman pltff vs Hezekiah Read of Chesterfield in the County of Hampshire yeoman Deft In a plea of the Case as recorded at the last Term and now the said Timothy being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye said Hezekiah likewise defaulted and the Action accordingly dismissed

Scott vs Read

Entries at this Term

Benoni Banks of Chignecto in ye Province of Nova Scotia Esq pltff vs Samuel Williams of Roxbury in ye County of Suffolk Gentn Deft in a plea of the Case wherein ye said Benoni complains that whereas he the said Benoni on the twenty-sixth day of November Anno Dom 1764 at Roxbury aforesaid had bargained with the said Samuel Tobacco of him fifteen Hundred pound of Tobacco contained and closely packed in three several Hogsheads in such a manner that the condition and Quality of the said Tobacco could not be seen and known by the said Benoni he the said Samuel the same day and twenty sixth day of November the said fifteen Hundred pound of Tobacco for a great sum of money to wit forty pounds Lawful money to ye said Benoni sold and delivered promising and agreeing with ye said Benoni that in case said Tobacco or any part or proportion thereof was then to wit at ye time of the delivery thereof bad or unmerchantable he ye said Samuel would allow and pay to the said Benoni whenever he the said Samuel should afterwards be thereto requested such a sum of money as should be in proportion to ye said sum of forty pounds as ye part and Quantity of such bad and unmerchantable Tobacco was to ye whole Quantity thereof to wit fifteen Hundred pound weight and the said Benoni complains and in fact says that at ye time of ye Sale and delivery of the said Tobacco full one half of ye whole quantity thereof above mentioned, that is to say seven Hundred & fifty pounds wt of the said Tobacco was bad spilt and altogether unmerchantable and of no Value and that on ye third day of February instant at Springfield he gave the said Samuel notice thereof and then & there requested him to allow and pay to him the said Benoni twenty pounds being such part & proportion of the said sum of forty pounds which ye said Benoni had paid to ye said Samuel for the said Tobacco as was in ye same proportion to ye said forty pounds as the said bad and unmerchantable part of the said Tobacco was to ye whole quantity sold & delivered as aforesaid, But ye said Samuel did not allow or pay to ye said Benoni ye said sum of twenty pounds or any part thereof nor did he make to ye said Benoni any allowance or satisfaction for or on account of the badness of the said part of the said Tobacco which was bad as aforesaid but then and there wholly refused and denied so to do it & has ever since wholly denied so to do it To ye damage of ye said Benoni Thirty pounds — The parties appear by their respective Attornies and humbly pray that this case may be continued until ye next Term and it is granted them

Banks Esq vs Williams No 1

Nathan Bridgham of Southborough in the County of Worcester Gentleman Eager of Marlborough in ye County of Middlesex Gent. John Warren of ye same Marlborough Gent and Jabez Lee of ye said Marlborough Husbandman pltffs vs Thirlehas Tinker of Granville in ye County of Hampshire yeoman Deft in a plea wherein ye said Bridgham Eager Warren and Lee demand against the said Tinker one messuage and forty seven acres of Land surrounding the said Messuage and on part whereof the said Messuage stands with the appurtenances situate and lying in the Township of Granville aforesaid described and bounded as follows ~~possessed by one Jabez Dunham~~ that is to say the north line of ye said Land begins at the South west Corner of a tract of Land in Granville aforesaid possessed by one Jabez Dunham ~~East~~ North of ye said Granville and runs East to a

Bridgham & Als vs Tinker No 2

B6

Bridgham
Attl adv
Tinker

road in the said Granville called the Springfield road thence it is bounded
Eastwardly by the said road for the Distance of Sixty three rods measuring
by the said road thence the next line thereof runs West forty rods thence
the next line thereof runs south ten rods thence the next line thereof
runs West to land in possession of Phinehas Perkins thence northerly
thereof runs North twenty four degrees East to sd said land possessed by
the said Perkins to sd Station first abovementioned with all the edifices on said
Land and appurtenances to sd said Land belonging as their right & Inheritance
and into which the said Tinker has no Entry but after Disseisin, which one
Ezra Holcomb lately of a place called a Wedge of Land in the County of Hartford
and Colony of Connecticutt in new England thereof and without judgment made
to them sd said Demandants and one Thomas Bridgham lately of Marlborough
Husbandman Died in his life time and whereupon sd said demandants above
named say that they together with sd said Thomas Bridgham Dec in his
life time within thirty years last past were jointly as joint Tenants by
Equal Shares seized of sd said demanded Tenements and premises with sd
appurtenances in sd Demesne of the said Demandants and sd said Thomas
Dec as of Fee and right in a time of peace in sd time of sd Reign of our Royal
Predecessor George the second of Great Britain, France and Ireland King &c
taking the profits thereof to sd Value of six pounds by the year and from him
the said Thomas Dec the right of in and to one of the parts of sd said demanded
premises Survived to sd demandants above named that is to said sd said
right came to the said demandants and they became vested therewith
by Survivership as the Survivors of the said Thomas Dec to wit as his sur
viving jointenants and who were until and at the time of sd Death of
the said Thomas jointenants of sd said demanded premises with sd appurtenances
with him the said Thomas and into which demanded premises with sd
appurtenances sd Demandts above named say that the said Ezra within
thirty years last past in a time of peace in the Reign of our Royal Predecessor
and in the life time of sd said Thomas Dec with force and Arms entered
thereof unjustly and without judgment Disseised sd said demandants
and sd Thomas Dec then alive after which Disseisin sd Phinehas
Tinker entered into the same premises with sd appurtenances and
thereof deforceth the said Demandants & unjustly holds them out &
and therefore the said Demandants bring this Suit, the sd Deforcement &
holding out of the said Demandants is to sd damage of the said Bridgham
Eager, Warren and Lee Forty pounds, The Pltfs all except Uriah Eager
appear by Joseph Hawley Esq their Attr, and humbly pray that a summons
may be granted for Summonizing the said Uriah to appear at sd next Term
to prosecute the action of the writ, and it is granted them and sd action is continued
until the next term

Nidem
adv
Lord
No 3

Nathan Bridgham of Southborough in the County of Worcester Gentleman
Eager of Marlborough in sd County of Middlesex Gent John Warren of sd same
Marlborough Gent and Jabez Lee of said Marlborough Husbandman Pltfs vs
John Lord of Granville in sd County of Hampshire yeoman Deft in a plea
wherein the said Bridgham Eager Warren and Lee demand against sd said
Lord twenty acres of Land in Granville aforesaid described and bounded as
follows to wit lying westward of and adjoining to a road in Granville aforesd
called sd Simsbury road and sd north line thereof begins at sd Northeast
Corner of Phinehas Perkins land in Granville aforesaid and runs East thirty
six rods and an half to sd said Simsbury road thence sd Easterly line thereof
runs Southerly by the said road thirty eight rods thence sd South line thereof
runs West to sd said Perkins Land aforesd, thence sd Westerly line runs North
twenty four degrees East by the said Perkins Land aforesaid to sd first station
abovesaid with all the edifices on the said Land and appurtenances to sd
said Land belonging as their right & Inheritance & into which sd Lord
has no Entry but after sd Disseisin which one Ezra Holcomb lately of a
place called a Wedge of Land in sd County of Hartford and Colony of Connec
ticutt in New England and thereof unjustly & without judgment made to
them sd said demandants and one Thomas Bridgham lately of Marlborough
aforesaid Husbandman Dec in his lifetime and whereupon sd demandants
above named say that they together with the said Thomas Bridgham Dec in his
life time within thirty years last past were jointly as jointenants by Equal Shares
seized of sd said Demanded Tenement and premises with sd appurtenances in the

Demean of the said Demandants and the said Thomas Dec as of fee
right in a time of peace in ye time of the reign of our royal predecessor George
the second of Great Britain France and Ireland King &c taking ye profits
thereof to ye value of six pounds by the year and from him the sd Thomas
Dec the right of in to one fifth part of the said demanded premises survived
ye demandants above named that is to say the said right came to
ye said Demandants and they became vested therewith by survivor
ship as the survivor of the said Thomas Dec, to wit, his surviving joint
ants and who were until and at the time of the Death of ye said
Thomas jointenants of the said demanded premises with the ap
purtenances with him the said Thomas and into which demanded
premises with the appurtenances the Demandts above named say that
the said Ezra within thirty years last past in a time of peace in ye reign
of our royal Predecessor and in the lifetime of the said Thomas Dec with
force and Arms entered and thereof ~~without~~ unjustly and without
judgment disseized the said Demandants and the said Thomas Dec
then alive after which Disseisin the sd John Lord entered into ye pre
mises with the appurtenances and thereof Deforceth the Demandts
and unjustly holds them out and thereof the said Demandants
bring this Suit the said Deforcement and holding out of ye said
Demandants ~~into~~ the damage of the said Brigham, Lager, Warren
and Ice the sum of forty pounds — The ptts all except Uriah Lager
appear by Joseph Hawley Esq their attorney and humbly pray that a
Summons may be granted for ye summonizing the said Uriah to appear
at the next term of this Court and prosecute the Action if he see cause and it is
granted them & ye Case is continued until ye next term

Bridgham adv Lord

Nathan Brigham of Southborough in ye county of Worcester Gent Uriah Lager
of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough
Gent and Jabez Ice of ye sd Marlborough Husbandman ptts adv Jabez Dunham late of
Granville in ye County of Hampshire yeoman Deft in a plea wherein ye said
Brigham, Lager, Warren and Ice demand against ye said Dunham a Mes
suage and twenty two Acres of land situate and being in Granville aforesd with the
appurtenances described as follows that is to say the first of the Lines in
compassing the said Messuage and land begins at ye South West corner
of a tract of land in the said Granville in ye possession of John Lord runs
East to ye road in Granville aforesaid called Symsbury road thence ye next line
runs Southerly by the Symsbury road forty six rods thence ye next line runs
West to Thinchas Perkins land thence the next line runs north twenty four
degrees East by the said Perkins land to ye first station with all the Edifices
on the said land and appurtenances to ye sd Land belonging as their right
and Inheritance and into which the said Dunham has no Entry but
after the Disseisin which one Ezra Holcomb lately of a place called a Wedge
land in the County of Hartford and Colony of Connecticut in New England thereof
unjustly and without judgment made to them the sd Demandants & one
Thomas Brigham lately of Marlborough aforesaid Husbandman Dec in
his life time and whereupon the demandants above named say that
they together with the said Thomas Brigham dec in his life time
within thirty years last past were jointly as Jointtenants by equal
shares seized of the same demanded Tenements and premises with ye
appurtenances in ye Demean of the said Demandants & ye sd Thomas
Dec as of fee and right in a time of peace in ye time of the reign of our
royal predecessor George the Second of Great Britain France and Ireland
King &c taking the profits thereof to ye value of six pounds by the year
and from him the said Thomas Dec ye right of in to one fifth part of
the said demanded premises survived to the said Demandants above
named that is to say the said right came to ye said Demandants and they
became vested therewith by Survivorship as ye survivor of ye said Thomas
Dec to wit his surviving Jointenants who ~~were~~ until & at the time of ye Death
of ye sd Thomas Jointenants of all ye demanded premises with ye appurtenances
with him the said Thomas & into which demanded premises wth ye appurtenances
the demandants above named say that ye sd Ezra within thirty years last past
in a time of peace in ye reign of our royal predecessor & in ye lifetime of ye sd Thomas Dec
with force and Arms entered & thereof unjustly & without judgment Disseized ye Demand
ants & ye sd Thomas Dec then alive after wh Disseisin ye sd Dunham entred into ye same
premises wth ye appurtenances & thereof Deforceth ye said Demandts & unjustly holds
out & thereof ye sd Demandants bring this suit ye Deforcement & holding out of ye sd Demandts
to ye damage of ye said Brigham Lager Warren & Ice forty pounds The ptts all except Uriah Lager
appear by Joseph Hawley Esq their Att and pray that a summons may be granted for ye summonizing
Lager to appear at ye next term and prosecute ye Action if he see cause but it is granted them and ye Action is continued
until ye next term

Idem adv Dunham dis No 1

Bd Cook ads Kathan No 5

Noah Cook of Hadley in the County of Hampshire yeoman Pltff ads Charles Kathan of Roxbury in the County of Suffolk Victualler Deft In a plea of Trespass on the Case for that whereas said Charles at Hadley on the ninth day of April instant for Valued promised said Noah to pay him or his order Six pounds 14/ lawfull money on demand with interest till paid as in the Writ The Pltff appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said Noah recover against the said Charles the sum of Six pounds 14/ 9¼ of lawfull money damages and Cost of Court taxed at two pounds 8/ & therefor &c Execution is 23 May 1766

Idem ads Lundam Beale No 6

Noah Cook of Hadley in the County of Hampshire yeoman Pltff ads Charles Kathan of Roxbury and Israel Beale of Dorchester both in the County of Suffolk Victualers Defts, In a plea of Trespass on the Case for that said Charles & Israel at Springfield on the twenty third day of Feby last for Valued promised said Noah to pay him or his order twelve pounds 10/ lawfull money on demand with interest till paid &c as in the Writ The Pltff appears by Elisha Porter Gent his Attorney and the Defts being three times publickly called make default of appearance in Court

It is therefore considered by the Court that the said Noah recover against the said Charles and Israel twelve pounds 13/ 6¼ of lawfull money damages & Cost of Court taxed at two pounds 10/ and therefor &c Execution is 23 May 1766

Hitchcock ads Stebbins No 7

Luke Hitchcock of Greenwich in the County of Hampshire Gent Pltff ads Asaph Stebbins of South Hadley in said County yeoman Deft in a plea of the Case for that said Asaph at South Hadley on the twenty seventh day of March Anno 1765 by his Note of that date for Valued promised said Luke to pay him Nine pounds 12/ lawfull money on demand with interest till paid &c as in the Writ The Pltff appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that the said Luke recover against the said Asaph the sum of Seven pounds 17/ 2 of lawfull money damages and Cost of Court taxed at one pound 17/ 2 & therefor &c Execution is 10th Aug 1766

Workman ads Hamilton No 8

John Workman of Bernardstown in the County of Hampshire yeoman Pltff ads Silas Hamilton of Deerfield in the County aforesaid yeoman Deft In a plea of the Case for that said Silas at Deerfield on the twenty fourth day of September Anno 1766 by his note of that date for Valued promised said John to pay him Eleven pounds Lawfull money on or before the first day of September then next after the date of said note with Interest till paid &c as in the Writ The Pltff appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said John recover against the said Silas ten pounds 2/ 3¼ of lawfull money damages and Cost of Court taxed at two pounds 5/ 7 & therefor &c Execution is 8th July 1766

Warner ads Lock No 9

Jonathan Warner of Hadley in the County of Hampshire Trader Pltff ads Jonas Lock of Shutesbury in the County aforesaid yeoman Deft In a plea of the Case for that said Jonas at Hadley on the fourteenth day of August Anno 1766 by his note of that date for Valued promised said Jonathan to pay him three pounds 12/ 7½ on demand with lawfull interest till paid, Yet said Jonas tho often requested has never performed his said promise but neglects it to the damage of the said Jonathan two pounds The Pltff appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said Jonathan recover against the said Jonas four pounds of lawfull money damages & Cost of Court taxed at one pound 16/ 8 & therefor &c

The said Jonas afterwards at this term comes into Court by Daniel Hitchcock Gent his Attorney and appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the law directs for the said Jonas prosecuting the appeal with Effect as by said recognizance as on file it appears

Idem ads Clark No 10

Jonathan Warner of Hadley in the County of Hampshire trader Pltff ads John Clark of Colrain in the County aforesaid yeoman Deft In a plea of the Case for that said John at said Hadley on the fourth day of July last past by his note of that date for Valued promised said Jonathan to pay him six pounds 7/ lawfull money on demand with interest &c as in the Writ The Pltff appears by Elisha Porter Gent his Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that said Jonathan recover against the said John six pounds 8/ 3½ of lawfull money damages and Cost of Court taxed at one pound 19/ 4 &c Afterwards at this time said John by Elijah Williams Gent his Attorney comes & appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield on the fourth Tuesday of September next within and for the County of Hampshire and he recognizes with sureties as the law directs for said Johns prosecuting the appeal with Effect as by said recognizance as on file it appears

Jonathan Warner of Hadley in the County of Hampshire Trader ads Nathan Fisk of Greenwich in ye County aforesaid yeoman Deft in a plea of ye Case for ye said Nathan at said Hadley on ye first day of January last past being justly indebted to ye said Jonathan in the Sum of five pounds 13/10 lawfull money for sundry Articles of Book Att according to ye Acct annexed to ye Writ, he ye said Nathan then and there in Consideration thereof promised ye said Jona to pay him the same on demand &c as in the Writ — The Pltff appears by Elisha Porter Esq his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance in Court, It is therefore considered by the Court that the said Jona recover against ye said Nathan five pounds 13/10 of lawfull mony damages and Cost of Court taxed at one pound 18/10 & thereof &c — Execon is sued 1st July 1760

Warner ads Fisk

13/

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltff vs Nathan Fisk Junr late of Greenwich in the County aforesaid yeoman Deft In a plea of the Case for that said Nathan at s Hadley on ye sixth day of November Dom 1756 by his note of that date for Value rec promised said Jonathan to pay him seven pounds 1/3 lawfull money, by the first day of May then next after ye Date with Interest from ye time of the payment till paid &c as in ye Writ The Pltff appears by Elisha Porter Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Idem ads Fisk Junior

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Therefore It is considered by the Court that the said Jonathan recover against the said Nathan Seven pounds 17/0½ of lawfull mony damages and Cost of Court taxed at one pound 18/10 & thereof &c — Execon is 1st July 1760

Joseph Denis of Greenfield in ye County of Hampshire yeoman Pltff vs Caleb Sharp of Conway in ye County aforesaid Labourer Deft in a plea of the Case for that said Caleb at Greenfield on ye first day of September Dom 1767 by his note for Value rec promised said Joseph to pay him eight pounds 10/3 on demand with Interest till paid &c as in the Writ — The Pltff appears by Daniel Jones Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Joseph recover against ye said Caleb five pounds 19/11½ of lawfull mony damages and Cost of Court taxed at two pound 4/0 & thereof &c — Execon is 4th June 1760

Denis ads Sharp

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Isaac Butterfield of Westmorland in ye Province of New Hampshire Inholder Pltff vs Abner Newton of Colrain in ye County of Hampshire yeoman Deft In a plea of the Case for that said Abner at Colrain aforesaid on ye tenth day of October 1767 by his note of that date for Value rec promised one Joshua Howe to pay him or his order eight Spanish mild dollars on demand, & afterwards viz on ye tenth day of said October said Joshua by his Indorsement on ye Back of said note ordered ye payment of the Contents of said note then wholly due and unpaid to be made to the Pltff of all which said Abner instantly had notice and so became liable to pay the same to said Isaac and being so liable said Abner promised ye said Pltff to pay him the same on demand &c as in the Writ — The Pltff appears by Daniel Jones Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Isaac recover against the said Abner two pounds 0/5/4 of lawfull money damages and Cost of Court taxed two pound 0/5/4 & thereof &c — Execon is 24th June 1760

Butterfield ads Newton

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Daniel How of Westmorland in ye Province of New Hampshire yeoman Pltff vs William Seaver late of Colrain in ye County of Hampshire yeoman Deft in a plea of ye Case for that said William at Springfield on ye twenty sixth day of October 1756 by his Note of that date for Value rec promised one Joshua Howe to pay him or order Thirty pounds lawfull mony on demand, and afterwards to wit on ye twenty seventh day of said October said Joshua by his Indorsement on ye Back of said Note ordered the payment of ye Contents of said note then wholly due and unpaid to be made to ye Pltff of all which said William then and there instantly had notice, and so became liable to pay the same to ye Pltff and being so liable then and there promised the Pltff to pay him ye same on demand &c as in the Writ — The Pltff appears by Daniel Jones Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the said Daniel recover against the said William the Sum of thirty pounds of lawfull money damages & Cost of Court taxed at two pounds 0/5/4 & thereof &c

How ads Seaver

B

Elijah Williams of Deerfield in ye County of Hampshire Esq Pltff vs Abishai Holland late of Greenfield now resident at Colrain in the County aforesaid yeoman Deft in a plea of the Case for that said Abishai at Deerfield aforesaid on ye last day of March last being justly indebted to ye said Elijah in the sum of three

Williams Esq ads Holland

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Williams Esq Adm's vs Holland

pounds lawfull money for sundry articles of Merchandize to him the said Abishai at Deerfield aforesaid sold and delivered according to ye Account annexed to ye Writ he the said Abishai in Consideration thereof promised said Elijah to pay him said Sum on demand &c as in the Writ

The Pltff appears by Daniel Jones Esq his Attorney and the Deft being three times publickly called to come into Court makes default of appearance & here

It is therefore considered by the Court that the said Elijah recover against ye said Abishai three pounds of lawfull money damages and Cost of Court taxed at two pounds 4/3 & therefor &c

Execon is 4th June 1768

Hogeboom Adm's vs Keyes

Jeremiah Hogeboom of Clavarack in the County of Albany and Province of New York Gentl Pltff vs Charles Keyes of Sheffield in ye County of Berkshire yeoman Deft In a plea of the Case that he the said Charles render to the said Jeremiah the Sum of thirty seven pounds and one penny lawfull money which to him the said Jeremiah he the said Charles owes and from him unjustly detains and whereon said Jeremiah says for that whereas the said Jeremiah at a place called Great Barrington in the said County of Hampshire by the Consideration of our Justices of our Inferiour Court of Common Pleas held at Great Barrington within and for our said County of Berkshire on the first Tuesday of September (being the third day of said September) in the fifth year of our Reign recovered judgment against ye said Charles for the sum of thirty five pounds three shillings and fourpence lawfull money damages also one pound six teen shilling & nine pence lite money cost of Suit as by the same Court taxed whereof ye said Charles is convict as by the Record thereof in Court to be produced is manifest and fully appears which judgment is yet in full force and in no part satisfied and altho the said Jeremiah on ye third day of October A D 1767 sued out a Writ of Execon on the judgment aforesaid, yet the same Execon is returned long since wholly unsatisfied, and an action accrued to said Jeremiah to demand have and recover of the said Charles ye Sums aforesaid (in form aforesaid recovered) yet the said Charles tho often thereto requested hath never paid the same or any part thereof but neglects it to the damage of the said Jeremiah the sum of Sixty pounds — The Pltff appears by David Ingersoll Gent his Attr, and upon the motion of the said Pltff is ordered by the Court that the Case be continued until ye next Term that the Pltff may have Opportunity to get the return of the Service made complete without further Cost than that of this Term

Barber vs Watkins

John Barber of Westfield in the County of Hampshire yeoman Pltff vs Henry Watkins lately of Becket in ye County of Berkshire yeoman Deft In a plea of ye Case for that the said Henry at said Springfield on ye Eleventh day of September Dom 1767 by his note of that date for Value rec promised the said John to pay to him or order the Sum of twelve pounds (meaning twelve pounds lawfull Money) within six months from the Date of said note with the lawfull Interest thereof till paid; Yet the said Henry tho often thereto requested hath never paid the same or ye Interest thereof or any part of either, But he wholly denys to do it to ye damage of the said John the Sum of fifteen pounds

The Pltff appears by John Phelps Gent his Attorney and humbly prays that this Case may be continued (the Deft being out of the Province) until the next Term and it is granted him

Deane vs Easton

Silas Deane of Wethersfield in ye County of Hartford and Colony of Connecticutt Gentleman Pltff vs Ahimaaz Easton of Westfield in ye County of Hampshire yeoman Deft In a plea of ye Case for that the said Ahimaaz at Wethersfield aforesaid on the twenty first Day of December Dom 1763 by his note of that Date for Value rec promised said Silas to pay him four pounds fifteen Shillings and three pence lawful money in good English Grain at the Market price and Deliver the same Grain at Wethersfield at or before the first Day of February then next following the Date of said Note &c as in the Writ

The Plaintff appears by John Phelps Gent his Attorney and the Deft being three Times publickly called makes Default of appearance in Court It is therefore considered by said Court that the said Silas recover against the said Ahimaaz the Sum of four pounds 13/3 of lawfull money damages & Cost of Court taxed at one pound 16/9 Thereof &c Execon is 3rd February 1768

Samuel Talcot of Hartford in the County of Hartford and Colony of Connecticutt Esq Plt vs Ephraim Noble yeoman Silas Fowler yeoman and Mathew Laflin yeoman all of Westfield in the County of Hampshire Defts In a plea of the Case for that said Ephraim Silas and Mathew at Westfield aforesaid on ye Eleventh Day of November Anno 1765 by their Note of that Date for Value rec promised said Samuel to pay him the Sum of twenty two pounds lb lawful mony upon the first Day of May then next with Interest &c as in ye Writ the Plt appears by John Phelps Gent his Attorney and ye Defts being three times publickly called to come into Court make Default of appearance here — It is therefore considered by the Court that ye said Samuel do recover against the said ~~Ephraim~~ Silas and Mathew the Sum of four pounds 1/16 3/4 of lawful money damages and Cost of Court taxed at one pound 17/10 & therefor &c — Execution 14th July 1766

Talcot Adv Laflin &c 20

Simeon Hatheway of Suffield in ye County of Hampshire Gent Plt vs Jonathan Whaples of Sandisfield in ye County aforesaid Berkshire yeoman Deft In a plea of the Case for that the said Jonathan at Sd Suffield on the twelfth Day of November Anno 1765 by his note of that Date for Value there rec promised ye said Simeon to pay to him five thousand of good Merchantable White pine Shingles and deliver the same Shingles at the said Simeons dwelling House in said Suffield some time in ye month of February then next following the Date of said Note and the said Simeon avers that ye said five Thousand of Shingles were well worth the sum of five pounds lawful mony and ye said Simeon says he has all ways been ready at his said House to receive said Shingles, yet the said Jonathan tho often thereto requested hath not performed his said Promise But he wholly denys to do it To ye Damage of ye said Simeon the Sum of Seven pounds — The Plt appears by John Phelps Gent his Attorney and the said Jonathan Whaples by Jonathan Bliss Gent his Attorney comes and defends &c and reserving Liberty of altering this Plea and plead any new matter on ye Trial of the appeal says he is not guilty in manner & form as the Plt has within declared against him and hereof puts himself on ye Country

Hatheway vs Whaples 21

And the Plaintiff by his Attorney above named consenting to ye above Narration pleads and says that the plea above pleaded and ye matters therein contained are an Insufficient answer to the Plt Declaration and that he is not holden by the Law of the Land to make any answer thereto & this he is ready to verify wherefore the Plt prays he may have his Damages and Costs adjudged to him — And the Deft says his plea above pleaded is sufficient — Thereupon ye Premises being seen and by the Court of the Lord the King now here fully understood forasmuch as it appears to said Court that the plea of the said Jonathan above pleaded & the matters therein contained are not sufficient in Law to preclude the said Simeon from proceeding in his said Action against him the said Jonathan or from his Damages and Costs aforesaid

It is therefore considered by the Court that the said Simeon recover against the said Jonathan the Sum of five pounds of lawfull Money damages and Cost of Court taxed at one pound 8/11 and therefor &c

The said Jonathan by his Attorney above named appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Ensuing Who recognizes with Surties as the Law directs for his prosecuting the appeal with Effect as by said recognizance as on file appears

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Lyman vs Phelps

Gad Lyman of Northampton in ye County of Hampshire Gentn Plt vs Joseph Phelps of Pittsfield in ye County of Berkshire yeoman Deft In a plea of the Case for that the said Joseph at said Northampton on the Eighteenth Day of June Dom 1762 by his note of that Date for Value rec by the name of Joseph Phelps junr promised said Gad to pay him the Sum of Nine pounds within six months from ye Date of said Note with Interest till paid, or Work at Naragansett Number four for the said Gad until he is Satisfied said Sum & the Interest or Fill the Timber and Cutt down all the Brush according to ye Contract between the said Joseph and said Gad & said Gad avers he has always hitherto been Ready to receive the Labour aforesaid at the place aforesaid Yet the said Joseph altho often thereto requested hath not performed his said Promise But he unjustly neglects to do it to The Damage of ye said Joseph the Sum of twelve pounds

2L

The Plt by John Phelps Gentn and the Deft by David Ingersoll Esq their respective Attornies come here and agree to refer the Case and all other demands Subsisting between the said Gad and Joseph to ye final Determination & Award of Seth Dwight Gentleman and Obadiah Dickinson Gentleman both of Hatfield and Israel Stoddard of Pittsfield Esq or any two of them (Arbitrators mutually Elected by the said Parties) to be made upon the Premises and returned into this Court as soon as may be and ye said Parties have a Day &c until the Last Tuesday of August next

Deane vs Noble

Silas Deane of Wethersfield in the County of Hartford and Colony of Connecticutt Gentn Plt vs Moses Noble of Westfield in ye County of Hampshire yeoman Deft In a plea why the said Moses with force and Arms Entered into one Messuage and twenty Acres of Land with ye Appurtenances lying in said Westfield called ye said Deanes Noble Lott and bounded Easterly on Land of Jonah Stiles of said Westfield yeoman Southerly on Land of Thomas Hanchetts Heirs Westerly upon George Sexton his Land and Northerly upon the Highway & whereupon the said Silas saith that the said Moses in a time of Peace being seized of the demanded Premeses in his Demesne as of Fee Viz: on ye Sixth Day of May A D 1762 in the fifth year of the Reign of George ye third now King by his Deed of Bargain and Sale of that date duly acknowledged Registered and in Court to be produced conveyed the same Lands with the Appurtenances to the said Silas to have and to hold to him his Heirs & assigns in fee Simple forever by Virtue of which said Deed he the said Silas Entered into the said Messuage and Lands with ye appurtenances and was thereof possessed, And the said Silas being so thereof possessed the said Moses afterwards Viz: on the same Sixth Day of May in ye fifth year of the Reign aforesaid Entered with force and Arms into the said Messuage & Lands with the Appurtenances aforesaid &c as in ye Writ

2B

The Plt appears by John Phelps Gentn his Attorney and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court yt the said Silas recover against the said Moses the Messuage & Lands with ye Appurtenances aforesd and Cost of Court taxed at one pound 17/1 Thereof &c Execn is 1st June 1766

Rowlee vs Clark

Samuel Rowlee late of Granville now of a place called Number one Equivelant in ye County of Berkshire yeoman Plt adv Nathaniel Clark of Granville in ye County of Hampshire yeoman Deft In a plea of the Case for that said Nathaniel at Springfield on ye thirtieth Day of Octr Dom 1764 by his note of that date for Value rec promised ~~Nathaniel~~ Samuel to pay him Sixty pounds lawful money at or before ye fifteenth Day of April Dom 1766 with Interest from the Date &c as in the Writ

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The Plt appears by John Phelps Gentn his Attorney and the Deft being three times publickly called makes Default of appearance in Court Therefore it is considered by ye Court that the said Samuel recover against ye said Nathl the sum of twenty two pounds 18/8 of lawful money damages & Cost of Court taxed at £2, 4/10 &c Exn is 3d May 1766

Oliver Partridge of Hatfield in the County of Hampshire Esquire Ptt vs 243
Moses Dewey of Westfield in the County of Hampshire Gentn Deft In plea
of the Case for that said Moses at Springfield on the Sixteenth Day of Novemr Partridge Esq
Dom 1764 by his note of that date for Value rec promised said Oliver to vs
pay him twenty four pounds six shillings and Eleven pence lawful Dewey
money on Demand with Interest till paid &c as in the Writ
The Ptt appears by John Phelps Gentn his Attorney and ye Deft being 25
three Times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Oliver recover
against the said Moses the Sum of twenty five pounds 15/10 1/2 of lawful
money damages and Cost of Court taxed at one pound 11/4 and thereof &c
Exon is 1st June 1766

Moses Bliss of Springfield in the County of Hampshire Gentn Ptt vs James Bliss
James Dix of Tyringham in ye County of Berkshire yeoman Deft In a vs
plea of the Case for that said James at said Springfield on the Twentieth Day Dix
of June last past by his note of that Date for Value rec promised to Moses 26
to pay him five pounds 0/11 lawful money on Demand with Interest till
paid &c as in the Writ The Ptt appears in his proper person and ye Deft
being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the sd Moses recover against
the said James the Sum of five pounds 14/7 3/4 of lawful money damages
and Cost of Court taxed at one pound 12/ & thereof &c Exon is 4th Augt 1766

Nathaniel Terry of Enfield in the County of Hampshire Tailor Ptt vs Terry
Joel Ely of Springfield in said County yeoman Deft In a plea of the Case for vs
said Joel at said Springfield on the first day of April Instant was justly Ely
indebted to said Nathaniel in ye Sum of three pounds 0/ lawful money 27
according to the Account annexed to the Writ and in Consideration
thereof said Joel then and there promised said Nath to pay him ye
same on Demand Yet said Joel tho often thereto requested hath not
paid said Nathaniel the same or any penny thereof but hitherto
hath and still neglects and refuses to pay him the said Nathaniel
the same To the Damage of the said Nath the Sum of four pounds
The said Parties come into Court and Move that this Case may
be continued until the next Term and it is granted them

Silas Deane of Wethersfield in ye County of Hartford and Colony of Con
necticut Shopkeeper Ptt vs James Cleland of Greenwich in ye County Deane
of Hampshire yeoman Deft In a plea of the Case for that said James vs
at Springfield on the First Day of February Instant was justly indebted Cleland
to said Silas in the Sum of Eleven pounds 7/2 lawful money for diverse 28
Wares and Merchandizes there before that Time sold by sd Silas to sd James
according to ye Acct annexed to the Writ and In Consideration thereof sd James
promised said Silas to pay him ye same on Demand &c as in ye Writ
The Ptt appears by Moses Bliss Gentn his Attr and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Silas recover
against the said James the Sum of Eleven pounds 17/2 of lawful money
damages and Cost of Court taxed at one pound 14/7 and thereof &c
Exon is 17th Oct 1766

Simon Baxter of Enfield in ye County of Hampshire yeoman Ptt vs
Oliver Gaylord of South Hadley in ye County aforesaid yeoman Deft In Baxter
a plea of the Case for that said Oliver on ye twenty fourth Day of August vs
Dom 1765 at Springfield by his note under his Hand for Value rec pro Gaylord
mised one Stephen Rice to pay him or order three pounds lawful 29
money on demand with Lawful Interest till paid, and the said
Stephen afterwards on ye same Day by his Indorsement on the same
Note ordered the Contents thereof then wholly due and unpaid to be
paid to the said Simon of all which the said Oliver then Although had
notice

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Baxter
vs
Gaylord

Notice and thereby became Chargeable to pay the said Simon the same Sum with the Interest on demand and In Consideration of the premises then and there promised to do it accordingly &c as in the Writ

The Pltf appears by Jonathan Bliss Esq his Attorney and the Deft being three times publickly called makes Default of appearance in Court — It is therefore considered by the Court that the said Simon recover against ye said Oliver three pounds 2/6 ½ of lawful mony Damages and Cost of Court taxed at one pound 10/4 & therefor &c — Execon is 28th May 1786

Bayard & ux
vs
Partridge Esq
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William Bayard merchant and Charles Ward Apthrop Merchant of the City of New York in ye County of New York and in ye Province of New York Ptfs Oliver Partridge of Hatfield in ye County of Hampshire Esq and Sheriff of our said County Deft In a plea of Trespass on ye Case for that said William Bayard and Charles Ward Apthrop before our justices of our Inferiour Court of Common pleas holden at Springfield on the last Tuesday of August in the Sixth year of our reign By the Consideration of the same Court recovered judgment against one Robert Nugent late of Brimfield in our said County of Hampshire Trader for the Sum of one Hundred & 2 pounds 3/9 of lawful money damages and four pounds 3/2 litre money for their Costs of Suit by them in that Behalf Expended whereof the said Robert Nugent was convicted as by record thereof in our said Court remaining manifestly doth appear which judgment now remains satisfied in part only viz) for the Sum of one Hundred and two pounds 11/10 & for the Residue thereof viz: ye Sum of twenty three pounds 15/1 ye said judgment is now in its full force not reversed nor satisfied and whereas afterwards viz on the first day of April in ye seventh year of our reign ye said last mentioned Sum part of the damages and Costs aforesd recovered as aforesaid against ye said Robert being in no part satisfied nor paid and the said judgment then being in full force for the said Sum they the said William and Charles Ward sued out of the Clerks Office our plaries Writ of Execution of that Date in due form as by law of this our Province is prescribed upon ye judgmt aforesaid against the said Robert Nugent for ye same Sum directed to the Sheriff of our County of Hampshire his under Sheriff or Deputy And Commanding him and them of the Goods Chattels or Land of the sd Robert within their Precinct to Cause to be paid and Satisfied unto the said William and Charles Ward at ye Value thereof in money the said Sum of twenty three pounds 15/1 with four Shillings and four pence for that & two former Writs and for want of Goods or Chattels or Lands of the sd Robert to be found within ~~your~~ their Precinct to take the Body of the said Robert and him commit to our Goal in Springfield & detain in their Custody within our said Goal until he should pay ye Sums last mentioned or that he be Discharged by ye sd William & Charles Ward or by Order of Law and also to make return of the same Writ into our Inf Court of Common Pleas to be holden at Springfield aforesaid upon ye third Tuesday of May next Ensuing the Date of said Writ as by the same Plaries Writ of Execution of Record appears which same Writ of Execution the sd William and Charles Ward delivered to one Azariah Cooley then & ever since an Under Sheriff under the said Oliver Partridge then & ever since Sheriff of our said County in due form of Law to be Executed & returned and whereas afterwards and before the return of the said Plaries Writ of Execon the said Robert Nugent was in ye Company and Presence of the said Azariah & the sd William and Charles Ward did then & there shew the sd Robert Nugent to him & then and there requested sd Azariah to take & Arrest him the sd Robert and ye said Azariah had ye Body of the sd Robert in his Power and then might have arrested ye Body of ye said Robert and have committed him unto our Goal in Springfield & yet ye sd Azariah not regard

regarding his Office of Deputy Sheriff but contriving to deprive them of
said William and Charles Ward of the sum aforesaid recovered against
the said Robert, then and there did not take and arrest him, ye Body of Robert
nor commit him unto our said Goal, nor did the sd Azariah at any
other time arrest the Body of the said Robert nor commit him unto
our Goal but did there voluntarily and fraudulently neglect to arrest
the Body of the said Roberts and to commit to our Goal aforesaid
according to the command of the same Writ and according to the
Duty of his Office of Deputy Sheriff nor did the said Azariah at the
Return of the same Writ of Execn nor any Time before or since of ye
Goods Chattels or Lands of the said Robert cause to be paid and
Satisfied unto the said either of the two sums above mentioned William and Charles Ward, nor any part
thereof nor has he any ways caused ye same to be paid, But he the
said Azariah the Deputy Sheriff as aforesaid fraudulently deceitfully and
against the Duty of his said Office made Return of the same Writ
wholly unsatisfied, nor hath the said Oliver nor any of his Deputies
for whose faults he is answerable made any other or better Return
of the same Execution, And the said Robert immediately after
the Return of the same Writ became and yet is a ~~pervous~~ Bankrupt
and worth nothing and a person of no Estate or Credit, tho' at ye
Time the suing out of the same Writ and for a long Time before & afterwards
until the Day of the Return of ye same Writ was a person of good Credit
had there at sd Springfield Estate and Goods sufficient for ye payment
of the Whole of the sum aforementioned &c as in the Writ, The Pltfs appear
by Jonathan Bliss Gent their Attorney and the Deft being three
times publickly called to come into Court makes default of
appearance here — It is therefore considered by the Court
that the said William and Charles Ward recovery against the said Oliver the Sum of twenty
five pounds 8/7 1/4 of lawful money damages and Cost of Court
taxed at four pounds 0/4 & thereof &c —

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Bayard
et al vs
Partridge

~~Joseph Blodget of South Brimfield in the County of Hampshire Gent.~~
~~Pltff or~~ Thomas Riddle yeoman & William Carpenter yeoman
both of ~~and late of South Brimfield in said County of Hampshire~~ South Brimfield in said County of Hampshire appellants vs. Joseph Blodget
of said South Brimfield Gent. appellee — from the judgment of
Jonah Josiah Dwight Esq Justice of the Peace for said County of
Hampshire Att a Trial before him on the Sixteenth day of May
last which Trial the said Joseph was Pltff and the said Thomas and
William were Defts in a plea of Trespass on the Case for that
whereas the said Thomas and William together with one Joseph
Blodget jun^r being by the Inhabitants of the West Parish in
South Brimfield at a legal Parish Meeting duly chosen Assessors
for the same Parish for the Year of our Lord 1767 they the said
Thomas and William on the 15th Day of December 1767 wickedly
contriving and Intending to impose on the Pltff under Colour of
Law to get his money from him without right then and there
made a writing in form & tenor of a tax or assessment upon ye Polls
and Estates of the Inhabitants of the same Parish of whom
the Pltff then was and ever since has been one for raising on
them the sum of Fifty Pounds for one Years Salary ending
the first Day of January 1767 of one James Millers their Minister
as they pretended and proportioned the same on said Inhabitants
in way and manner as they thought proper & in said Writing
taxed and assessed the Pltff the sum of one Pound 1/11 1/4 as his Rate & proportion

Riddle Att
Appt vs
Blodget

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Reddlecall
vs
Blodgett

Proportion of the sum of fifty pounds and there afterwards viz: about the 20th of December 1767 at said South Brimfield delivered the same Assessment and subscribed with the proper hands of ye said Thomas & William to give Credit thereto, together with a Warrant in form as by Law of this Province is prescribed to be made by Assessors of Parishes for Legal Parish Assessments under their Hands and Seals to one Daniel Winchester of said South Brimfield who was legally chosen & constituted a Collector of Taxes in said Parish requiring him to levy & collect the sums in s^d Assessment mentioned of and from the several Persons therein mentioned according to their several Proportions therein sett down by Colour whereof the s^d Daniel afterwards viz: on ye fifth day of January last past at said South Brimfield Distrained one Cow of the Pltf for levying ye Sum of one pound 7/1 1/4 so as aforesaid Assessed on ye Pltf & for the Charges of making the said Distress and ye same Distress so taken ye said Daniel there kept and detained until ye Pltf was thereby compelled to pay the said Daniel the sum of one pound 1/11 1/4 for the said Assessment & 5/2 for the s^d Daniels Costs & Charges of making the said Distress in order to redeem & recover his s^d Cow and the Pltf says that the said James Miller is not a Minister of the s^d Parish nor legally intitled to any Salary from the Inhabitants thereof as their Minister and ye the Assessors of the said Parish could not by Law assess any Sum whatever on the said Inhabitants or any of them for any Salary for said pretended Minister & that ye s^d Thomas and William's doing in making ye Assessment and Warrant as afores was wholly against Law and wickedly and corruptly done by them to impose on ye Pltf and others ye s^d Inhabitants & of Design to Extort money from them unjustly & against Law & besides ye Money the Pltf was obliged to expend as aforesaid his Cattle afores^d were by the Distraining them as aforesaid made much worse and he was put to great trouble & Expence to obtain them again and the Illegal & wicked Doings of the said Thomas and William therefore were to his damage Forty Shillings ~ The Pltf appeared by John Worthington Esq and the Defts by Jonathan Bliss Gent their Att^y came and Defended &c and for plea say that they never promised ye Pltf in manner and form as he has above alledged against him and thereof pray judgment, And the said Joseph consenting said the plea aforesaid of the Defts in insufficient Answer to his declaration and thereof prays judgment, And ye Defts says their plea was sufficient

Thereupon the Premises being seen and fully understood by said Justice, It was thereupon considered by said Justice that the said Joseph should recover against the said Thomas & William ye thirty Shillings Lawful money Damages and Costs of Suit &c. The said Thomas & William in their proper persons appealed from the judgment of said justice to this Court, And now at this term the said Parties appear and humbly pray that the Case may be Continued untill the next Term, & it is considered by ye Court that ye s^d Parties have a further day in this Court, viz: until ye Last Tuesday of August next

Sylvanus Percy of Westfield in the County of Hampshire yeoman Pltt vs Bildad Fowler of Westfield aforesaid Shopkeeper Deft In a plea of Debt for that said Bildad at said Westfield on the ninth Day of December last past by his Bond of that date under his hand and Seal duly Executed in Court to be produced bound and obliged himself unto him the said Sylvanus Percy in the sum of one Hundred Pounds lawful money to be paid him the said Sylvanus whenever after he the said Bildad should be thereto requested, Yet said Bildad tho often thereto requested hath not paid said Sylvanus the same sum or any penny thereof but hitherto hath and still denys and refuses to pay him the same To the Damage of the said Sylvanus the Sum of one Hundred Pounds — The Pltt appears by Moses Bliss Gentr his Attorney and the Deft ~~being~~ Comes into Court in his proper person and moves that the Case may be continued until the next Term the Pltt agreeing thereto, It is therefore considered by the Court that the Case be continued, And the sd Parties have a further day accordingly

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Percy
ad vs
Fowler

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Sylvanus Percy of Westfield in the County of Hampshire yeoman Pltff Simeon Ashley of said Westfield yeoman Deft In a plea of Trespass on the Case for that whereas the said Sylvanus and one Bildad Fowler at said Westfield on the twenty fifth day of February Anno 1766 had Communication together of and concerning his the said Bildads purchasing of him the said Sylvanus his the sd Sylvanus's certain Tract or parcel of Land containing Forty two Acres lying at a place called Whippanning in said Westfield and which the sd Sylvanus had theretofore purchased of him the said Bildad whose Deed with Warranty thereof he the said Sylvanus had for and in Consideration of a certain Sum of Money to be paid by said Bildad to said Sylvanus therefor and thereupon said Sylvanus and Bildad then & there agreed together for the Sale and purchase of the same & thereupon the said Sylvanus then and there signed & Sealed a certain writing or Instrument purporting itself to be a Deed of bargain and Sale to the said Bildad of the Land aforesaid for the Sum of Seventy pounds paid by the sd Bildad to the said Sylvanus dated the same twenty fifth day of Febry aforesaid and the said Sylvanus and Bildad not being then able and fully prepared to make a full & perfect Settlement and Adjustment of the Sale & purchase of the Land aforesaid and of divers other matters between them mutually agreed together to deposit and commit said writing or Instrument purporting itself to be the said Sylvanus's Deed of the Land aforesaid and divers other writings to him the said Simeon Ashley to be by him safely kept until some future Time when they the sd Sylvanus and Bildad should make the Settlement proposed and should both agree to have the same Writing or Instrument delivered by the said Simeon to the said Bildad or until he the said Simeon should have his the sd Sylvanus's particular order or direction to deliver the same to the said Bildad & thereupon he the said Sylvanus reposing special Trust and Confidence in him the said Simeon then & there delivered the same Writing or Instrument into the hands of the said Simeon to be by him safely kept as aforesaid and not to be delivered to the said Bildad without the Agreement order or direction of him the said Sylvanus And he the said Simeon Ashley then & there undertook the Trust afores & consented &

Idem
vs
Ashley

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2d
Percy
vs
Ashley

Agreed to keep the Writing or Instrument aforesaid in manner aforesaid, Nevertheless he the Simeon Ashley thro' the procurement & Instigation of the said Bildad & Contriving craftily & Subtilly to deceive & defraud the said Sylvanus in this particular thereat said Westfield afterwards to wit on the Eighteenth day of May Anno 1766 not regarding ye Trust & Confidence reposed in him as aforesd delivered the writing or instrument purporting it self to be the Deed of the said Sylvanus of the Land aforesd to him the said Bildad Fowler, without the Leave, consent, order or Direction of him the said Sylvanus he the said Sylvanus not having rec'd any full Satisfaction or payment for the Land therein mentioned of the said Bildad, and they the said Sylvanus not having made any full Settlement for the purchase thereof, and immediately afterwards he the said Bildad caused the same to be registered in the Registry of Deeds for said County by means whereof he the said Sylvanus was in Great danger of Loosing his Lands aforesaid without being Satisfied therefor and being deprived of the whole Benefit of this the sd Bildads Warrantty thereof to him the said Sylvanus and was obliged to Expend divers Large Sums of money in a certain Suit at Law and otherways to prevent the undue Operation thereof as his the said Sylvanus Deed & controverting ye Validity thereof with the said Bildad Fowler all which is to the damage of ye said Sylvanus the Sum of Twelve pounds

The Pltf appears by Moses Bliss Gentn his Attr and the said Simeon Ashley by Jonathan Bliss Gent his Attorney comes and defends &c and reserving Liberty to waive this plea and plead the General Issue on the Trial of the appeal says that the Bond declared on is not his deed and thereof puts himself on the Country And the said Sylvanus percy by his Attr above named consenting to the above reservation says that the plea of ye said Simeon above pleaded, and the matters therein contained are an Insufficient answer to his Declaration and that he is not holden by ~~the~~ Law to make any Answer thereto & this he is ready to verify and therefor prays judgment, & the sd Simeon says his Plea is sufficient

Thereupon All & singular ye premeses being seen and by the Court of the Lord the King nowhere fully understood for that it appears to ye said Court that the plea aforesaid of the said ~~Sylvanus~~ Simeon, and the matters therein contained are not Sufficient in Law to preclude him the said Sylvanus from proceeding in his said Action against him the said Simeon or from his Damages and Costs — It is ~~also~~ therefore considered by the Court that ye said Sylvanus recover against the said Simeon twelve pounds of Lawful Money Damages and Cost of Court taxed at £1,10,6 &c

The said ~~Simeon by his Atty above named~~ Simeon in his proper person appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next ~~who~~ and he recognizes with Sureties as the Law Directs for his prosecuting the Appeal with Effect as by said recognizance as on file appears

Billinget
Atts vs
Montague
34

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in the County of Hampshire Plts vs Richard Montague of said Sunderland yeoman Deft In a plea of the Case for that said Richard at said Sunderland on the twenty sixth day of June

February last past by his note of that date for Value Rec'd promised
said Moses and Samuel to pay them five pounds five Shillings
and five pence on demand with Interest &c as in the Writ — 2 4 6
The pltfs appear by Daniel Hitchcock Gent their Attorney
& the Deft being three times publickly called to come into — Billing &c
Court makes default of appearance here — vs
It is therefore considered by the Court that the said — Montague
Moses & Samuel recover against the said Richard the Sum of
five pounds 6/10¾ of lawful money damages and Cost of
Court taxed at two pound 0/3 and thereof &c, Exc is 6th June 1768

Moses Billing yeoman & Samuel Blodget Physician both of
of Sunderland in the County of Hampshire pltfs vs Elisha Graves of Sunderland — Filon
aforesaid yeoman Deft in a plea of the Case for that s'd Elisha — vs
at said Sunderland on the twenty sixth day of Jany last — Graves
past by his note of that date for Value Rec'd promised s'd Moses — 36
and Samuel to pay them or their Order four pounds 3/7 on
demand with Interest &c as in the Writ —
The Pltfs appear by Daniel Hitchcock Gent their Attorney and y'd
Deft being three times publickly called makes default of
appearance in Court — It is therefore considered by y'd Court
that the said Moses and Samuel recover against y'd s'd Elisha
four pounds 6/0½ of Lawful Money damages and Cost of Court
taxed at one pound 19/2 & thereof &c — Excon is 6th June 1768

Moses Billing yeoman and Samuel Blodget Physician both of — Filon
Sunderland in the County of Hampshire Pltfs vs Joel Graves — vs
of said Sunderland yeoman Deft In a plea of the Case for that s'd — Graves
Joel at said Sunderland on the twenty fifth day of January last past — 38
by his note of hand of that date for Value Rec'd promised the said
Moses & Samuel to pay them or their order Seven pounds 14/5½ on
demand with Interest for the same till paid, Yet said Joel tho'
often requested hath never paid the same or any part thereof But
unjustly neglects it To the damage of the said Moses and Samuel
the Sum of Eleven pounds — The Pltfs appear by Daniel Hitchcock
Gent their Att'y and the Deft being three times publickly
called makes Default of appearance in Court — It is therefore
considered by the Court that the said Moses & Samuel recover
against the said Joel y'd Sum of Seven pounds 17/2 of lawful money
damages & Cost of Court taxed at one pound 19/2 & thereof &c
The said Joel afterwards now at this Term comes here by
William Billing Gent his Att'y and appeals from y'd judgment
of this Court to the Superiour Court of judicature to be holden
at Springfield within and for y'd County of Hampshire on the
fourth Tuesday of September next, Who recognizes with Sureties
as the Law directs for the said Joels prosecuting y'd Appeal with
Effect as by said recognizance as on file appears

Moses Billing yeoman & Samuel Blodget Physician both of Sunder — Filon
land in y'd County of Hampshire Pltfs vs Jonathan Oakes of said — vs
Sunderland yeoman Deft In a plea of y'd Case for that s'd Jon'a at said — Oakes
at said Sunderland on y'd twenty sixth day of February last past by his — 37
Note of that date for Value Rec'd promised y'd Pltfs to pay them or their Order
Eleven pounds 2/8 on demand With Interest &c as in y'd Writ The Pltfs
appear by Daniel Hitchcock Gent their Att'y and y'd Deft being three times pub
licklly called makes default of appearance in Court — It is therefore considered
by the Court that the said Moses & Samuel recover against y'd Jon'a Eleven pounds 6/8½
of lawful money damages & Cost of Court taxed at £0 19/8 & thereof &c — Excon is 6th June 1768

250 Levi Shepard of Northampton in the County of Hampshire
Apothecary pltt vs Elisha Scott of Swanzey in the Province of New Hampshire
Shepard yeoman Deft In a plea of the Case for that said Elisha at Springfield
Adm on the eighth day of December Anno Dom 1767 by his note of ye Date
Scott for Value rec promised one Samuel Blodget of Sunderland Physician
30 to pay him or his order two pounds 0ff lawful money on
Demand with Interest till paid, and Afterwards Vox: on ye
same eighth day of Decemr at said Sunderland s^d Samuel
Indorsed the same Note with his proper hand thereto Sub
scribed, and appointed ye Contents of the same Note then
wholly due to be paid to the said Levi, whereof the s^d Elisha
Instantly had notice, and became liable to pay the Contents
to the said Levi according to the Tenor of said Note, and the
said Elisha then and there in Consideration thereof faithfully
promised to pay him the same on demand &c as in ye Writ
The Pltt appears by Daniel Hitchcock Gentn his Attr and the
Deft being three times publickly called makes default of
appearance in Court, It is therefore considered by the Court
that the said Levi recover against ye said Elisha the Sum of
two pounds 1/5 of Lawful Money damages & Cost of Court
taxed at One pound 16/4 & thereof &c ~ Execn is 30th May 1768

Lock Jonas Lock of Shutesbury in the County of Hampshire joiner Pltt vs Joseph
Adm Lock of said Shutesbury yeoman Deft In a plea of the Case for that
Lock whereas the said Jonas and Joseph at said Shutesbury on the
Sixteenth day of September Anno Dom 1766 had accounted together
34 of and concerning divers Sums of money before that time due &
owing from the said Joseph to the said Jonas for Labour done
by him the said Jonas there at Locks Saw Mill so called and upon
that Acount the said Joseph was then & there found in Arrear to
the same Jonas in the Sum of three pounds 0/ lawful money &
being so found in Arrear the aforesaid Joseph in Consideration
thereof then and there undertook and to said Jonas faithfully promised to pay
him the same Sum in Work at the Mill aforesaid as it should
Stand in need of repairs over and above his the said Joseph future
Proportionable part of Labour at said Mill at a reasonable time
and within a reasonable time after the said Mill should Stand in
need of repair as aforesaid, and also for that said Joseph at said
Shutesbury on the twenty eighth day of March last past by his
note of Hand of that date for Value rec promised the said Jonas
to pay him or his order another Sum of one pound 13/4 lawful mony
on demand With Interest for the same till paid, yet the said Joseph
tho often requested hath never paid the sum of three pounds 0/ in
Work in repairing the Mill as aforesaid altho the said Jonas says in
fact that ye Mill afterwards at said Shutesbury on ye first day of February
Anno Dom 1767 & divers other times there stood in Great need of repair neither
hath he ever tho often requested paid ye said Sum of one pound 13/4 to ye said
Jonas or any way contented or Satisfied ye said Jonas for either of ye Sums afore d
or any part thereof But refuses to do it to ye Damage of ye said Jonas Eight
pounds &c The Pltt appears by Daniel Hitchcock Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court. It is therefore
considered by the Court yt ye said Jonas recover against ye said Joseph four pounds 19/6½
of lawful mony damages and Cost of Court taxed at two pounds 2/5 and so forth
the s^d Joseph afterwards comes here in his proper person & appeals from ye judgment
of this Court to the Superior Court of Judicature to be holden at Springfield on ye
fourth Tuesday of September next and recognizes wth Sureties as the law directs for the
prosecuting ye appeal wth Effect as by s^d recognizance on file appears

Abner Brown late of Brookfield ~~in the~~ now living at Chesterfield
in the County of Hampshire Gentn Pltiff vs Adonijah Rice Cord
wainer and Benjamin Willard yeoman both of Brookfield in the
County of Worcester Defts In aplea of the Case for that the said
Adonijah and Benjamin at Springfield on the Sixteenth day
of April Anno Dom 1767 by their note of that date for Value Rec
promised the said Abner to pay him or his order the Sum of
Forty pounds Lawful Money within one Year from the date
of said Note with Interest for the same till paid, yet the said
Adonijah and Benjamin tho often requested have never paid
the same or any Part thereof But unjustly neglect it To
damage of the said Abner the Sum of Fifty pounds

Brown
vs
Rice et al.
40

The Pltiff appears by Daniel Hitchcock Gent his Attr and ye Defts
being three times publickly called make Default of appearance in Court
It is therefore considered by the Court that the said Abner do
recover against ye Adonijah and Benjamin forty one pounds 2/5 d
of Lawful Mony damages & Cost of Court taxed at £2 12 Thereof Ge
The said Adonijah and Benjamin Afterwards at this same Term
come here by John Worthington Esq their Attorney and appeal
from the judgment of this Court to the Superiour Court of Jude
cature to be holden at Springfield within and for the County of Hamp
shire on the fourth Tuesday of September next, Who recognizes
with Sureties as the Law directs for their prosecuting the appeal
with Effect as by said Recognizance as on file appears

Bildad Fowler of Westfield in ye County of Hampshire Trader Mor
Asa Noble of said Westfield Gentn Deft In aplea of the Case for that
the said Asa at said Westfield on ye last day of January last past
being justly indebted to the said Bildad in ye Sum of thirty
three pounds lawful mony to Ballance Book Acts for Sundry
Goods Wares and Merchandizes there before that time Sold and
delivered by the said Bildad to the said Asa at his special
request according to said Bildads Book and then and there in
Consideration thereof the said Asa promised the said Bildad
to pay him the same on demand, yet the said Asa tho often
thereto requested hath not performed his said Promise But the
wholly denys to do it To the damage of the said Bildad forty
Pounds, The Pltff appears by John Phelps Gentn his Attorney
And the said Asa by John Worthington Esq his Attorney comes &
defends &c and for plea says that he never promised in manner
and form as ye Pltff in his Declaration has alledged and thereof
puts himself on ye Country

Fowler
vs
Noble
41

And the said Bildad by his Attr abovenamed reserving Liberty
to join the Issue Tendred at the Tryal of the appeal and wave this
demurrer says that the Deft plea above pleaded and the matters
therein contained are an Insufficient answer to his Declaration
and that he is not holden by the Law of the Land to make any
Answer thereto and this he is ready to verify and thereof prays
judgment and judgment for his Costs, And the said Asa consenting
to the above reservation says his plea is Sufficient

Whereupon the Premises being seen and fully understood by
the Court of the Lord the King, for that it appears to said Court
of the said Lord the King ~~for~~ that the plea of the said Asa above
pleaded and the matters therein contained are Good & Sufficient in
Law to preclude the said Bildad from prosecuting his said Action
against the said Asa ~~&c~~ It is ~~therefore~~ considered that the said Bildad
by his plea aforesaid barred but
have nothing for his Groundless demand &c

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Fowler
Adm
Noble

And It is also considered by the Court that the said Asa recover against the said Bildad, the sum of of lawful money allowed him for his costs in defending the suit of sd Bildad
The said Bildad by his Attorney ~~within~~ above named appeals from the judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as y law directs for his prosecuting the appeal with Effect as by sd recognizance on file appears

Idem
vs
Williams

Bildad Fowler of Westfield in y County of Hampshire yeoman Ptff vs Nathaniel Williams junior of said Westfield yeoman Deft In a plea of the Case for that said Nathll at said Westfield on y last day of April last past being indebted to sd Bildad in y Sum of
42 thirty pounds Lawful Money for sundry Goods before that time sold and delivered by said Bildad to said Nathll, at his special Instance & Request, and being so indebted said Nathll then & there promised said Bildad to pay him sd Sum on demand &c as in y Writ
The Ptff appears by John Phelps Gent his Attn and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Bildad recover against the said Nathll the Sum of twenty two pounds 4/ lawful mony damages & Cost of Court taxed one pound 10/ & three of Lec forth
Excon is sd 22d Feby 1769

Partridge Esq
vs
Ashley junr &c

Oliver Partridge of Hatfield in y County of Hampshire Esq & Sheriff of said County Ptff vs Joseph Ashley junior yeoman and a Deputy Sheriff and Samuel Blodget Physician both of Sunderland in the County aforesaid Defts In a plea that the said Joseph and Samuel
43 lender to the said Oliver one thousand Pounds of Lawful money which they owe the said Oliver and unjustly detain from him & whereon said Oliver complains and says that said Joseph and Samuel at Hatfield aforesaid on the tenth day of August in the first year of our reign by their Bond of that date, in Court to be produced, Bound themselves to the said Oliver in y Sum of one thousand pounds Lawful Mony to be paid him on demand &c as in Writ
The Ptff appears in his proper Person and the Defts being three times publickly called make default of appearance in Court
It is therefore considered by the Court that the said Oliver recover against the said Joseph and Samuel the sum of one thousand pounds & it is further ordered that sd Oliver may have his execution for the sum of Three Hundred & fifteen pounds 9/8 of Lawful money for his sd Oliver's damages occasioned to him by sd defts failure of payment & costs and Cost of Court taxed at £1,, 19,, 0 ~~therefore~~
Excon issued 1st June 1769

Bascom
vs
Gates

Samuel Bascom of Western in y County of Worcester Gent Ptff vs Ephraim Gates of Palmer in y County of Hampshire yeoman Deft In a plea of the Case for that said Ephraim at Springfield on the
44 Eighth day of March in the Year of our Lord Christ 1766 by his note of that date for Value rec promised said Samuel to pay him or his order 12/9 on demand with Interest till paid & also for that sd Ephraim there afterwards Viz: on the twenty third day of July last past by his other note of Hand for Value rec promised said Samuel to pay him or his order two pounds 0/3 on demand with Interest till paid, yet said Ephraim tho often requested hath never paid y Contents of Either y notes aforesaid or any part thereof But unjustly neglects it To the damage of said Samuel Seven pounds ~ The Ptff appears by Joshua Upham Gent his Attorney & the Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by the Court that the sd Samuel recover against the said Ephraim two pounds 16/7 of lawful mony damages & Cost of Court taxed at one pound 16/2 and thereof &c
the said Ephraim afterwards comes here in his proper person and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs for his prosecuting y appeal with Effect as by said Recognizance on file appears

William Scott of Palmer in the County of Hampshire Gent Plt vs 253
Abner Loomis of said Palmer yeoman Deft, In a plea of the
Case for that said Abner at Springfield on the twenty sixth
day of August last past by his note of that date for Value Scott
Rec promised said William to pay him or his order three
pounds 6/3 on demand with Interest till paid &c as in Writ vs Loomis
The Plt appears by Joshua Upham Gent his Atty and the Deft being
three times publickly called makes default of appearance in Court 45
Therefore It is considered by the Court that the said William re
=cover against the said Abner three pounds 6/3 of Lawful money
damages & Cost of Court taxed at one pound 12/ & thereof &c
Excon issued 3d September 1768

Peleg Combs of Springfield in ye County of Hampshire yeoman
Plt vs Uriel Combs of Conojoharris in the County of Albany Combs
in the Province of New York yeoman Deft, In a plea of the vs
Case for that said Uriel at Springfield on the third day of Combs
February Anno Domini 1766 by his note of that date for 40
Value Rec promised said Peleg to pay him Eighteen pounds on
or before ye first day of January then next &c as in the Writ
The Plt appears by Justin Ely Gent his Atty and the Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Peleg recover
against the said Uriel Eighteen pounds of lawful mony damages
and Cost of Court taxed at one pound 0/8 & thereof he may have his Excon
Excon iss. 14th June 1768

Joseph Bedortha jun of Springfield in the County of Hampshire
yeoman Complains of John Williston of said Springfield yeo Bedortha
=man for that said John at said Springfield on the twenty fourth vs
day of April Dom 1762 by his note of that date for Value Rec Williston
promised said Joseph to pay him Eighty five pounds with Interest 47
until paid, also for that said John at said Springfield on the last
day of December being justly indebted to the Plt in ye sum of
Thirty five pounds 6/0 for divers Articles of Book act according
to the Act annexed to the Writ in Consideration thereof s^d John
promised the Plt to pay him the same sum on demand
Yet the said John tho often thereto requested hath never fulfilled
either of his said Promises But unjustly neglects it, and the said
John hath absconded himself out of this province into parts
to the Complainant unknown and so secreets himself, & his
Goods and Estate that neither of them can be come at to be
Attached To the damage of ye^d Joseph the Sum of one Hundred
and fifty pounds — The Plt appears by Justin Ely Gent his Atty
And Benjamin Ashley Esq Junr of Springfield aforesaid yeoman
Agent and Trustee of the said John, who was summoned to
appear at Court now comes here, and being Examined under
Oath, It appears to to the Court that the said Benjamin has none
of the Goods and Effects of the said John, and the said Benjamin
prays that his legal Costs may be allowed him — The s^d Joseph afterwards being three times publicly called is non suit
It is therefore considered by the Court that the s^d Benjamin
recover against the said Joseph 12/0 of Lawful money allowed
him for his Costs &c

Heber Miller of Westmoreland in the Province of New Hampshire Miller
Physician Plt vs Bildad Fowler of Westfield in ye County of Hamp vs
shire yeoman Deft In a plea that he the said Bildad render to ye Fowler
said Heber his reasonable Act: of the Time he was receiver of the 40
Goods and Chattels and monies of the said Heber ~~from the first day of~~ August

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Miller
vs
Bowler

and whereupon said Heber says that whereas the said Bildad hath
been receiver of the Goods Chattels and Monies of him the said
Heber from the first day of August Dom 1765 to the first day of
april Current during which time he the said Bildad at Spring
field received of the said Heber one certain promissory note in
writing under the Hand of Joel Ely of said Springfield due and
payable to the said Heber Miller for the Sum of ten pounds 3/
money with the Interest of said Sum from and after ye last
day of May Anno Domini 1766 to collect and receive the Con
tents of said Note for the said Heber and thereof to render a rea
sonable Acct to the said Heber when he should be thereto reques
ted Nevertheless the said Bildad tho' often thereto requested by
the said Heber hath never yet rendered such reasonable Acct
to the Pltf But hath always hitherto refused and still doth neglect
and refuse to do it To the damage of the said Heber fifteen
pounds — The Pltf by Justin Ely Gent and the Deft by John
Worthington Esq come before the Court and agree to refer the Case
to the final determination and Award of Luke Bliss Gent
and Moses Church yeoman both of Springfield and Samuel
Noble of Westfield yeoman or any two of them (Arbitrators
mutually Elected by the said Parties) to be made upon the
Premises and returned into this Court so soon as may be and ye
said Parties have a further day &c until ye Last Tuesday of August Next

Day
vs
Cooper
40

Benjamin Day of Springfield in the County of Hampshire Gent
Pltf vs Jacob Cooper of Strubridge in the County of Berkshire yeoman
Deft In a plea of the Case for that said Jacob at said Springfield on
the Eleventh day of April Anno 1765 by his Note of that date for
Value rec promised said Benjamin to pay him Six pounds 10/
on demand with Interest till paid &c as in the Writ —
The Pltf appears by Justin Ely Gent his Attorney & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Benjamin
recover against the said Jacob seven pounds 14/ 1½ of lawful mony
damages & Cost of Court taxed at one pound 8/ and thereof &c
Execn issued 15th June 1766

Warner
vs
Smith
50

Jonathan Warner of Hadley in ye County of Hampshire Shopkeeper
Pltf vs Chileab Smith of Ashfield in ye County aforesd yeoman Deft
In a plea of the Case for that whereas the said Chileab at Hadley
aforesaid on ye twenty seventh day of Jany Dom 1767 by his Note of
that date for Value rec promised ye said Jonathan to pay him ye
Sum of one Hundred and five pounds 8/ lawful mony on demand
with the Lawful Interest till paid Yet the said Chileab tho' often
requested hath not paid said Sum to said Jonathan But wholly
refuses to do it To the damage of the said Jonathan one Hundred &
twenty pounds — The Pltf appears by Joseph Hawley Esq his Atty
and the Deft being three times publickly called makes default
of appearance in Court — It is therefore considered by the Court that
the sd Jonn recover against sd Chileab Eighty four pounds 10/ of
Lawful mony damages & Cost of Court taxed at one pound 10/ 6d thereof &c
The said Chileab afterwards comes here by William Billings Gent
his Attorney and appeals from the judgment of this Court to the su
periour Court of judicature to be holden at Springfield within & for the
County of Hampshire on the fourth Tuesday of September next —
Who recognizes with sureties as the Law directs for his prosecuting ye appeal
with Effect as by Recognizance as on file appears

Jonathan Wells of Deerfield in the County of Hampshire yeoman pltt vs Elijah Billing of Sunderland in ye County aforesd yeoman Deft In a plea of the Case for that whereas the said Elijah on the twenty third day of june Dom 1766 at Deerfield aforesaid by his note for Value rec promised the said Jonathan to pay to him or his Order the full Value and worth of nine pounds 13/4 Lawfull money in Grain or Cattle at the market price on or before the first day of March then next with the Value of the Lawfull Interest of the said Sum of money in the like commodity or one of them, Yet the said Elijah tho' often thereto requested hath not paid the said Jonathan or in any manner satisfied ye contents of the said Note But he wholly neglects to do it To the damage of ye said Jonathan Twenty pounds. The Pltt appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jonathan recover against the said Elijah Ten pounds 13/0 1/2 of lawful money damages and Cost of Court taxed at two pound 1/2 & thereof &c

The said Elijah afterwards at this Term comes into Court by Daniel Hitchcock Gentn his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing Who recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by s'd Recognizance on file appears

Wells vs Billing 51

Levi Ely of Springfield in the County of Hampshire yeoman Pltff Elijah Rogers of said Springfield yeoman Deft in a plea of ye Case for that said Elijah at said Springfield on ye thirteenth day of Octo Dom 1766 by his note of that date for Value rec promised said Levi to pay him or order on demand Eighteen pounds 14/0 with Interest &c as in the Writ The pltt appears by Justin Ely Gentn his Attorney and the Deft being three times publickly called makes default of appearance in Court

Therefore It is considered by the Court that the said Levi do recover against the said Elijah the Sum of twenty one pound 12/0 of lawful money damages and cost of Court taxed at one pound 0/9 & thereof he may have his Execn Execn is 14th june 1766

Ely vs Rogers 52

Mary Smith of Hatfield in the County of Hampshire Gentlewoman and Administratrix on ye Goods & Estate of Samuel Smith late of said Hatfield Gentn Decd Pltt vs Timothy Childs of Greenfield in the County aforesaid Gentn Deft. In a plea of the Case for that said Timothy at Springfield on ye thirty first day of July 1764 by his note of that date for Value rec promised s'd Samuel then living to pay him thirty Six pounds 15/10 on demand with Interest And also for that said Timothy at said Springfield being indebted to the said Samuel then Living in the Sum of two pounds 6/4 for sundry Articles of Book Act according to the Act annexed to the Writ in Consideration thereof said Timothy then and there Assumed on himself and to the said Samuel then living faithfully promised that he would pay him the same on demand &c as in the Writ The Pltt appears by Daniel Hitchcock Gent his Attr & the Deft being three times publickly called makes default of Appearance in Court It is therefore considered by the Court ye s'd said Mary recover against ye s'd Timothy in ye Capacity aforesd Forty pounds 4/10 of lawful money damages and Cost of Court taxed at £2 10 10 & thereof her Execn is 30th may 1766

Smiths Adm vs Childs 53

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Pynchon vs ~~Cooley~~ Ely 56

George Pynchon of Springfield in ye County of Hampshire Gent Plt vs Joel Ely late of said Springfield yeoman Deft. In a plea of the Case for that said Joel at said Springfield on the first day of June last past was justly indebted to said George in the Sum of nine pounds 19/11 lawful money by Book Acct for divers Wares and Merchandizes before that time sold and delivered to ye said Joel by the said George at ye Special Instance and request of the said Joel & in Consideration thereof said Joel promised said George to pay him the same on demand &c as in the Writ

The Plt appears by Moses Bliss Gentn his Attr and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said George recover against the said Joel the sum of Nine pounds 19/11 of lawful money damages Cost of Court taxed at one pound 6/0 & thereof &c Execon is 26th Sept 1788

Pynchon vs Day 57

George Pynchon of Springfield in the County of Hampshire Gent Plt vs William Day of ye Springfield yeoman Deft In a plea of the Case for that said William at said Springfield on the first day of April instant was justly indebted to said George in the Sum of Nine Pounds 19/11 Lawful money for divers Wares and Merchandizes before that time sold and delivered by said George to said William at his request & in consideration thereof said Willm promised said George to pay him ye same on demand &c as in the Writ

The Plt appears by Moses Bliss Gentn his Attorney and the Deft being three times publickly called makes default of appearance It is therefore considered that said George recover against said William Nine pounds 19/10¾ of lawful mony damages and Cost of Court taxed at one pound 5/0 & thereof &c Execon is 26 Septr 1788

Idem vs Bement 58

George Pynchon of Springfield in ye County of Hampshire Gentn Plt vs Thomas Bement of said Springfield yeoman Deft, In a plea of the Case for that said Thomas at said Springfield on the twenty sixth day of April 1788 by his note of that date for Value rec promised said George 2/2/0 lawful mony on demand with Interest &c as in the Writ

The Plt appears by Moses Bliss Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye sd George recover against the said Thomas three pounds 3/3¼ of lawful mony damages and Cost of Court taxed at one pound 6/0 & thereof he may have his Execon

Execon issued 26th September 1788

Idem vs Bartlit 59

George Pynchon of Springfield in ye County of Hampshire Gent Plt vs Asa Bartlit of said Springfield yeoman Deft In a plea of the Case for that said Asa at said Springfield on the first day of April Instant was justly indebted to said George in the sum of four pounds 2/ lawful mony for divers Wares & Merchandizes before that time sold by sd George to said Asa at his request & in Consideration thereof sd Asa promised sd George to pay him ye same on demand &c as in ye Writ

The Plt appears by Moses Bliss Gentn his Attr and ye Deft being three times publickly called to come into Court make default of appearance &c It is therefore considered by the Court that the sd George recover against the sd Asa the sum of four pounds 2/0 of Lawful mony damages & Cost of Court taxed at one pound 5/10 and thereof he may have Exe

Execon Issued 26th Septr 1788

Dickinson vs Safford 60

Nathan Dickinson of Amherst in the County of Hampshire yeoman Plt vs Challis Safford of Hardwick in ye County of Worcester Physician Deft In a plea of the Case for that said Challis at said Amherst on the twenty fifth day of January Anno 1788 by his Note of that date for Value rec promised said Nathan to pay him or his order

Sum of four pounds 2/13/4 lawful money on or before the first day of May then next with lawful Interest from and after said Day and time of Payment till paid, yet said Challis tho oftenrequested hath never paid the same or any part thereof But neglects and refuses to do it To the damage of the said Nathan Six pounds The Pltt appears by Simeon Strong Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Nathan do recover against ye Challis ye Sum of four pounds 12/2 1/4 of lawful mony damages and Cost of Court taxed at one pound 16/4 & thereof &c

2 87 Dickinson vs Safford

The said Challis afterwards now at this Term comes into Court by Joshua Upham Gentn his Attorney and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Enuing, Who recognizes with Sureties as the Law directs for his prosecuting the Appeal with Effect as by said recognizance as on file appears

Thomas Wells White of Hardwick in ye County of Worcester Gent Pltff
William English of Pelham in ye County of Hampshire yeoman Deft In a plea of the Case for that said Wm at sd Pelham on ye third day of June Anno 1765 by his note of that date for Value recd promised said Thos Wells to pay him or his order two pounds 16/3 lawful mony within six weeks from ye Date with Interest &c as in ye Writ
The Pltt appears by Simeon Strong Gentn his Attr and the Deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Thos Wells do recover against the said Wm two pounds 17/4 1/2 of lawful mony damages and Cost of Court taxed at one pound 19/8 and thereof &c

White vs English 61

Execn issued 12th Septr 1768

Simeon Strong of Amherst in ye County of Hampshire Gentn Pltff vs Joseph Lock of Shutesbury in the County aforesaid yeoman Deft in a plea of the Case for that said Joseph at sd Amherst on the on the thirtieth day of May Anno 1766 by his note of that date for Value recd promised sd Simeon to pay him three pounds 15/2 lawful mony on demand With Interest till paid &c as in ye Writ
The Pltt appears ~~by~~ in his proper person & the Deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the sd Simeon recover against the said Joseph ye Sum of four pounds 13/11 1/4 of lawful mony damages and Cost of Court taxed at one pound 16/8 & thereof he may have his execn

Strong vs Lock 62

Execn issued 15th July 1768

Silent Wild of Shutesbury in ye County of Hampshire yeoman Pltff vs Joseph Lock & Ebenr Lock of Shutesbury yeoman Deft In a plea of ye Case for that said Joseph and Ebenezer at said Shutesbury on the thirtieth day of July Anno 1767 by their note of that date for Valuedr promised said Silent to pay him or his order Six pounds 16/0 lawful mony within three months from the date of said Note with lawful Interest for the same till paid &c as in the Writ
The Pltt appears by Simeon Strong Gentleman ~~their~~ his Attorney and the Deft being three times publickly called make default of appearance in Court It is therefore considered by the Court that the said Silent recover against the said Joseph & Ebenezer Six pounds 13/0 1/2 of lawful mony damages and Cost of Court taxed at two pound 1/10 & thereof he may have his Execution

Wild vs Lockes 63

Execn issued 9th Aug 1768

259

Patrick vs Shaw

64

Thomas Patrick of Western in ye County of Worcester yeoman Pltff
Samuel Shaw of Brimfield in ye County of Hampshire yeoman Deft
In a plea of the Case for that said Samll at Springfield on twenty
seventh day of January Anno Domi 1766 by his note of Hand of
that date for Value rec promised the said Thomas to pay him
the sum of Sixteen pounds ye lawful mony upon demand
with Interest for the same till paid, yet the said Samuel tho after
requested has never paid s^d Sum or Interest of the same to the s^d
Thomas But unjustly neglects to do it To the damage of ye
s^d Thomas Twenty pounds — The Pltff appears by Simeon Strong
Gentr his Attr and the Deft being three times publickly called
makes default of appearance in Court — Therefore It is
considered by the Court that the said Thos recover against ye
said Samll Sixteen pounds 7/ 1/4 of Lawful money damages and
Costs of Court taxed at one pound 16/ 2 and thereof &c
The said Samll afterwards comes into ~~the Court~~ Court by John
Worthington Esq his Attr and appeals from the judgment of
this Court to the Superiour Court of judicature to be holden
at Springfield within and for the County of Hampshire on ye
fourth Tuesday of September next Ensuing Who recognizes with
Sureties as the Law directs for his prosecuting ye Appeal with
Effect as by s^d Recognizance on file appears

Burroughs vs Wood

65

Simon Burroughs of Monson in ye County of Hampshire yeoman
Pltff vs Daniel Woods of said Monson yeoman Deft In a plea of trespass
for that said Daniel at Spring field aforesd on the fourth day of June last
past with force and Arms ~~made~~ an Assault on the s^d Simon then
being in ~~the~~ the King's Peace & him ye s^d Simon with Swords Spades and Knives
~~hath~~ the said Daniel Cut, Beat, wounded and Evil Intreated so
that his Life was Disparaired of & other Outrages against him the s^d
Simon he the said Daniel then & there committed contrary to Law
against ~~our~~ the King's Peace, & to the damage of the s^d Simon one hundred pounds
The Pltff appears by John Worthington Esq his Attr and the said Daniel
by Simeon Strong Gentr his Attr comes and defends the force & Injury
&c and says he is not guilty in manner and form as the s^d Simon
in his declaration has alledged against him and thereof puts
himself on ye Country & ye Pltff likewise —
Thereupon the jurors at this ~~Term~~ time according to the form and Effect
of the Statutes in this Case provided returned and Impanelled being
demanded likewise come here, Who to say the truth concerning the
Premises being duly sworn by Mr James Sikes their foreman
declare upon their Oath that they find for ye Pltff Eighty pounds
damage and Cost of Court — Therefore It is considered by ye Court
that the s^d Simon recover against ye s^d Daniel Eighty pounds of lawful
mony Damages and Cost of Court taxed at five pound 0/ 2 & thereof &c
The said Daniel in his proper person appeals from the judgment of this
Court to the superiour Court of judicature to be holden at Springfield
within & for the County of Hampshire on the fourth Tuesday of September
next Ensuing And recognizes with sureties as ye Law directs for prosecu-
ting his appeal with Effect as by s^d Recognizance on file appears

Williams vs Taylor

67

William Williams of New Britain in Bucks County in ~~the~~ Province
of Pensylvania in America yeoman Pltff vs John Taylor of Northbrough
in ~~the~~ County of Worcester yeoman Deft In a plea that the s^d Defendant
lender to the said Williams one Hundred pounds which to the s^d Williams
owes

Owed and from him unjustly detains and whereon the Pltiff
says that at Springfield on the twenty sixth day of April in y
fifth year of the Reign of the Lord the King that now,
the said John Taylor by his Bond under his
Hand and Seal of that date and in Court to be produced bound
and Obliged himself by the name of John Taylor of Westborough
in the County of Worcester and Province of the Massachusetts
Bay in New England yeoman to the said William Williams
by the name of Willm Williams late of New Britain in Bucks
County in the Province of Pensylvania in America yeoman
in the full and just sum of one Hundred pounds of this
Province of y Massachusetts Bay to be paid to the said William
on demand, Yet the said John tho often requested hath never
paid the same or any part thereof But unjustly neglects it
To the Damage of the said William the sum of one Hundred
Pounds — The Pltiff appears by John Worthington Esq his Attorney
and the Deft comes in his proper person and humbly prays that
this Case may be continued until the next term of this Court that he may
have Opportunity to make his plea &c It is granted him &
the Case with the proceedings is continued until y Last Tuesday
of August Next

Williams
vs
Taylor

Hezekiah Hale of Springfield in y County of Hampshire yeoman
Pltiff vs Samuel Cooley of said Springfield yeoman Deft In a plea of y
Case for that ~~said~~ whereas on the first day of may last past at s
Springfield it was agreed between the Pltiff and the said Samuel that
the said Samuel should sell and convey to y Pltiff to hold to him
his Heirs in fee simple the said Samuels Meadow Lott of three Acres
and half in the Lower field so called in y General Field in y Parish
of Long Meadow in said Springfield for the Sum of twenty four pounds
to be paid therefor in a reasonable Time by the Pltiff and for that
afterwards Viz: on the fifth day of s May at s Springfield at the
special Instance and request of the said Samuel, the Pltiff then & there
bargained, sold and delivered to the said Samuel his the Pltiffs House
of the price of seven pounds he the said Samuel then and there in
Consideration thereof promised the Pltiff to pay him y s Sum of seven
pounds by discounting of y same of the aforesd purchase price of
said Land and in a reasonable Time — And also for that whereas Pltiff
Springfield on y same fifth day of May last past y s Samuel being
justly indebted to the said Hezekiah in another sum of seven pounds
for another House of the said Hezekiah by him then & there sold
to y s Samuel at his special instance and request he y s Samuel then
and there in Consideration thereof assumed on himself & to y Pltiff
faithfully promised to pay him y s Sum of seven pounds on
demand — And also for that whereas y s Hezekiah at s Springfield
on y same fifth day of May bargained sold and delivered to y said
Samuel at his special Instance and request another House of y Pltiff
he the said Samuel then & there promised y Pltiff that so much as y same
House was reasonably worth he would well & truly pay and Content to y Pltiff
whenever he should be required of y Pltiff, & y Pltiff says y House was then &
there well worth seven pounds of all wh y s Samuel then & there had notice
yet y s Samuel tho often requested hath never fulfilled either of his s promises but
unjustly neglects it To y Damage of said Hezekiah Thirty pounds

Hale
vs
Cooley
Ds

The before named Parties come here in their proper persons & agree to refer
the Case to y final determination & Award of Benjamin Day & Moses Bliss Gentlemen
James Sikes yeoman all of s Springfield or any two of them Arbitrators mutually chosen by
the Parties to be made upon y premises & returned into this Court so soon as may be & y s parties
have Leave to make it the last Tuesday of August next

200

Fowler vs Whaples

Bildad Fowler of Westfield in the County of Hampshire yeoman Plff
Jonathan Whaples of Sandysfield in ye County of Berkshire yeoman Deft
In a plea of the Case for that the said Jona at Springfield aforesd on ye thirty
first day of August Anno 1767 by his promissory note in writing under
his hand of that date for Value rec promised the said Bildad to
pay him Six pounds lfo lawful money on demand with Interest
till paid, and also for that said Jonathan at Springfield on ye
last day of March last past was indebted to the said Bildad in ye
Sum of five pounds like mony for divers Goods, Wares & Merchandizes
of the said Bildad by him before that time sold & Delivered to ye
Jonathan at his special Instance and request and being so Indebted
he the said Jonathan afterward Viz on the same last day of March
last past at Springfield aforesd, In consideration thereof promised ye
Bildad that he the said Jona would well & truly content & pay
him ye sd Bildad ye same Sum of five pounds whenever after he
the sd Jona should be thereto requested, yet ye sd Jona tho often requested
hath never fulfilled either of his promises aforesd or any part
thereof But unjustly neglects it to ye damage of the sd Bildad
the sum of fourteen pounds

The Pltf appears by John Worthington Esq his Attr and the said Jonathan
Whaples by Jonathan Bliss Gentn his Attorney comes and defends ye
force & Injury &c and reserving to himself ye Liberty of altering this
plea and pleading any new matter or plea on Trial of the appeal
says that the Bond declared on is not his Deed & thereof puts
himself on the Country, And the said Bildad by his Attr
abovenamed consenting to ye above reservation says that the
Defts plea above pleaded and the matters therein contained
are an insufficient answer to his declaration & that he is
not holden by Law to make any answer thereto and this he
is ready to verify & thereof prays judgment, and the Deft says
his plea is sufficient — Thereupon ye Premises being seen
and by the Court of the Lord the King now here fully understood for
that it appears to ye said Court that the plea of ye sd Jonathan
above pleaded & the matters therein contained are not sufficient
in Law to preclude the said Bildad from having his Action maintained
against the said Jonathan, or from his damages & Costs aforesaid
It is therefore considered by the Court that ye said Bildad recover against
the said Jonathan Eleven pounds 17/6¾ of lawful mony damages &
Cost of Court taxed at one pound 4/0 and thereof &c

The said Jonathan by his Attr abovenamed appeals from ye
judgment of this Court to ye Superiour Court of judicature to be
holden at Springfield within & for ye County of Hampshire on ye
fourth Tuesday of September next Inoring Who recognizes with
Sureties as the Law directs for his prosecuting ye appeal with
Effect as by said recognizance on file appears

Bartridge Esq vs Gunn.

70

George the Third by the grace of God King &c To the Sheriff of our County of Berkshire &c
Whereas we lately commanded you by our Writ that of ye Goods
Chattels or Land which belonged to Stephen Gunn late of Great
Barrington in the County of Berkshire Gentn Died who died
Intestate, as it is said at the time of his death in ye hands &
under ye Administration of Eleanor Gunn of said Great Barrington
Widow and relict of said Stephen Admrx of ye Goods & Chattels which
belonged to said Stephen at ye time of his death to be Administered
you should cause to be paid and satisfied to Oliver Bartridge & Partners

Hatfield in the County of Hampshire Esqr. two thousand & two
pounds 2/M Debt which ye said Oliver at our Inferiour Court of common
pleas holden at Springfield within and for our said County of
Hampshire lately viz on the Last Tuesday of August in the
Sixth year of our Reign recovered against her the said Eleanor
and also two pounds 6/4 which to ye said Oliver in ye same Court
had been then and there adjudged him for his Costs & Charges
by him about his Suit in that behalf Expended whereof ye
Eleanor is convict as by the Inspection of ye record & proceedings
thereof in our said Court before us remaining appears to us
on record and that you should make return of ye same Writ
with your doings thereon into our said Inferiour Court of common pleas
to be holden at Northampton within and for our said County of
Hampshire on the second Tuesday of November then next &
you on the twenty seventh Day of Octo in the said Sixth year of
our Reign returned that you had made diligent Search & could
find no Goods or Chattels that were ye said Stephen Gunns
at the time of his death and that you had also demanded
of the said Eleanor the Admx as aforesd that she would yeild
or present to you Goods or Chattels that were of ye Estate of sd
Stephen at ye time of his death and that were under her
Administration that thereof you might cause ye Sums aforesd
to be paid & Satisfied to ye sd Creditor & that she had wholly re
fused so to do and that the same Writ was wholly unsatisfied, And
because the Return aforesd is thought to bein delay of the Execn of ye
Debt & Cost aforesaid and also because in our said Court, before us
on ye Behalf of ye said Oliver it is suggested to us that several
Good and Chattels which belonged to said Stephen at ye time of
his death came to the Hands and Possession of the said Eleanor
after the death of said Stephen to be by her Administred and that
she hath sold and wasted those Goods and Chattels, and ye money
thereby rec to her own proper use converted and disposed, And ye
residue of the Goods and Chattels which belonged to said Stephen
at the time of his death have been by the said Eleanor Eloined to
the intent that the Execn aforesd should not be Executed, And we
being unwilling that the Things which have been lawfully
Transacted and adjudged in our said Court should be rendred inef
fectual by Fraud or Subtilty command that you make known
to the said Eleanor Gunn that she be before our justices of ye same
Court ~~to~~ at our next Inferiour Court to be holden at sd Springfield
within and for our said County of Hampshire on ye third Tuesday
of May next to shew cause if any she has, Wherefore Execn should
not be awarded against her of her own proper Goods & Estate for
the Debt & Cost aforesaid & for want of such Goods or Estate against
her Body and further to do & receive what our said Court shall then
consider concerning her in this Behalf.

The pltt appears by John Worthington Esq his Attr and ye sd Eleanor
by Joseph Hawley Esq her Attorney comes & humbly prays that
ye Case may be continued until ye next Term that he may have
Opportunity to make her plea And it is considered by the Court
that the case be continued and the said Parties have a further day
in this Court here until the Last Tuesday of August next

201

Warbridge
Esq vs
Gunn

202

Dewey Ex.ts vs Pease

Jedediah Dewey of Bennington in y County of Albany & Province of Newyork yeoman and Martin Dewey of Almenia in Dutchess County in y Province aforesaid yeoman Executors of the Last Will & Testament of Martin Dewey late of said Almenia Gent.n dec.d Plts vs Nathaniel Pease of Blandford in y County of Hampshire yeoman Deft

In a plea ~~of the~~ that y said Nathaniel render to them two

Pl.

Hundred & Eight pounds 11/10 which from them he unjustly detains & whereon they say that at the Superiour Court of judicature holden at Springfield within y County of Hampshire and for y County of Hampshire & Berkshire on the fourth Tuesday of September in y fourth year of the King reign they in the Capacity aforesaid recovered against the s.d Nath.l two Hundred & three pounds 18/9 damages & five pounds 1/1 for Costs and Charges by them about their Suit in that Behalf Expended whereof the s.d Nathaniel is convict as by the record thereof in Court to be produced is manifest & appears which judgment is yet in full force, and at the the said Jedediah & Martin have sued out a first & second Writ of Execon on y judgment aforesaid yet no part was ever levied and the return day of y second Writ long since past whereby action accrues to them to demand and have said Sums &c as in the Writ

The Pltf appears by John Worthington Esq his Attorney and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that y said Jedediah and martin in the Capacity aforesaid recover against the said Nath.l two Hundred & fifty four pounds 3/4 1/4 of lawful money Debt & damages & two pound 12/0 Cost of Court & thereof they may have their Execon

Execon issued 2d August 1760

Holcomb et Als vs Lyman Esq.

Nathaniel Holcomb jun.r yeoman Nathaniel Hilyer yeoman & Danny Cossett yeoman all of Simsbury in the County of Hartford and Colony of Connecticutt Plts vs Gideon Lyman of Northampton in the County of Hampshire Esq Deft in a plea of Covenant broken

Pl.

whereon the Plts say that at s.d Springfield on the twelfth day of June in the thirty first year of the reign of the late King George the Second the s.d Gideon made Sealed & delivered to y Plts his the said Gideons Deed Poll y date whereof is the day and year last aforesaid by which deed in Court to be produced it is witnessed that the said Gideon Lyman for & in Consideration of sixty six pounds 13/4 in hand paid him by the Plts, did freely & absolutely give Grant, Bargain & Sell to them & their Heirs & Assigns one Hundred Acres of Land in that Tract of Land called y Wedge of Land in y County of Hartford & Colony of Connecticutt which s.d Wedge of Land bounds Southerly on y Township of Simsbury Westerly on Hartland Notherly on the North Line of said Colony & on y Township of Granville Easterly partly on Westfield & y.s one Hundred Acres bounds Southerly on y North Line of Simsbury aforesaid & Westerly on Lott Number one so called in s.d Wedge originally surveyed & laid out to John Hunt formerly of Boston Mercht Dec.d & has a Stake & Heap of Stones at y Westerly corner & Extends thence Easterly three Hundred & twenty Rods and is in Breadth from the said Line of Simsbury Northerly fifty Rods to have & to hold y said Granted & Bargained Premises with all & Singular the Profits, Priviledges & Appurtenances thereof to the Plts & to their Heirs & Assigns to their only Use & Benefit & Behoof forever and y.d Gideon then & there by that same Deed did covenant & Engage to & with the Plts their Heirs & Assigns that before & until y Execution of y

same he was lawfully seized of the said Bargained premises & that he had good right to sell and convey the same and that the same was free from all incumbrances whatsoever, And the Pltfs for other aver and declare that at the Time of ye Execution of the Deed aforesaid or any other Time whatsoever before or since the said Gideon never was seized of fifty Acres being being the Westerly End and half of said Hundred Acres and he never has any Right, Power or Authority whatsoever to sell or convey the same and that the same never passed by Virtue of the Deed aforesaid from ye said Gideon to ye Pltfs & that they never could legally enter upon obtain or Enjoy the same by Virtue of the said Deed by reason ye said Gideon never was neither before nor at ye time of making ye said Deed seized of ye same or had any Right or Power to convey it to ye Pltfs and so ye Gideon hath broken his Covenant aforesd & not kept the same To ye damage of the said Holcomb Hilyer & Coffset one hundred pounds

203

Holcomb et Als vs Lyman Esq

The Pltf appears by John Worthington Esq his Attorney and the said Gideon by Joseph Hawley Esq his Attorney comes and defends and says that the said Holcomb Hilyer & Coffset ought not to have and maintain their said Action against him of the matters in their Writ declared because ye said Gideon says that on ye twenty seventh day of March 1758 John Hunt Shrimpton Hunt, and Elizabeth Wendell all of Boston were seized in fee in their own Right of all ye premises described and maintained in ye Deed declared of & being so seized of the said premises at the same day at Springfield within mentioned by their Deed poll dated that day there in Court to be produced in Consideration of Sixteen pounds 13/4 did bargain and sell the whole of the said premises to the said Gideon to have & to hold the same to him his Heirs and Assigns forever which deed afterwards on ye fifteenth day of September 1764 was rec & recorded on the publick records of the Colony of Connecticutt according to the Laws of the said Colony whereby the said Gideon became seized lawfully of all the sd Premises with ye Appurtenances And also had good Right to convey the same free of all Incumbrances & that ever after ye said Seventh day of March until the twelfth day of June in ye thirty first year of ye reign of King George the second in the same Writ mentioned and on ye sd twelfth day of June he was lawfully seized of all ye sd Premises with ye Appurtenances and had good Right to Sell & convey the same & he being so seized did on the same day sell and convey the same to ye said Holcomb Hilyer & Coffset in manner as witnessed by the Deed mentioned in ye said Writ & yt they could & might by Virtue of ye sd Sale & Conveyance to them made by ye sd Gideon of the said Premises lawfully have Entred thereon & held and Injoyed ye same all this the sd Gideon is ready to verify and therefore he prays judgment whether the said Holcomb Hilyer & Coffset ought to have ye sd Action against him of the said matters declared of and the said Pltfs by their Attr above named humbly pray that the Case may be continued until ye next ye next Term yt he may have Opportunity to reply to ye Defts plea, And it is granted him

264

Morgan vs Rogers

73

Whereas Thomas Morgan of Pittsfield in ye County of Berkshire yeoman before our justices of our Inferiour Court of common pleas holden at Springfield with in and for ye County of Hampshire on ye last Tuesday of August Anno Dom 1766 in ye Sixth year of our reign by ye Consideration of our sd Justices recovered against Elijah Rogers of Springfield in the County of Hampshire yeoman the Sum of nine pounds 4/ 8 for lawful money Damages & also Two pounds 5/6 for costs and Charges by him about his Suit in that Behalf Expended whereof the said Elijah is convict as to us appears of record and althô judgment be thereof rendered Yet ye Execon for the said Damages and Costs doth yet remain to be done whereof the sd Thomas hath supplicated us to provide Remedy for him in that Behalf Now to End that justice be done We command you to make known unto the said Elijah that he be before our justices of our said Court of Common pleas to be holden within & for our sd County of Hampshire at Springfield on the third Tuesday of May to shew Cause why the said Thomas ought not to have his Execution against him ye sd Elijah for his damages and Costs aforesaid &c The Plt appears by John Worthington Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court - It is therefore considered by the Court that ye sd Thomas recover against ye sd Elijah Eleven pounds 11/2 of lawful money Debt & the further sum of £1.3.9 for damages occasioned by sd Thomas for detention of ye Debt & cost of Court taxed at two pounds 2 sd Law

omitted

Watson vs Leonard.

74

James Watson late of Springfield in the County of Hampshire now of a place called Still Waters & yeoman plt vs Dan Leonard of Springfield aforesd yeoman deft. in a plea that said Daniel render to sd James Seventy eight pounds which he owes and from him unjustly detains & whereon sd James says that at Springfield on ye 15th day of Octr inst. fourth year of ye reign of ye Lord the now king the said Daniel by his bond under his hand & seal in court to be produced bound himself to ye said James to pay him ye sum on demand & in ye Writ Pltff James being now three times publicly called in court it & the sd Daniel in like manner defaulted ye action is accordingly dismissed

The said Elijah afterwards at this Term comes here by Jonathan Bliss Gent his Attr and appeals from ye judgment of this Court to ye superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next, Who recognizes with Sureties as the Law directs for his prosecuting ye appeal with Effect as by said recognizance on file appears

Talcott Esq vs Partridge Esq

75

Samuel Talcott of Hartford in ye County of Hartford and Colony of Connecticutt Esq pltff vs Oliver Partridge of Hatfield in the County of Hampshire Esquire & Sheriff of our said County Deft In a plea of ~~trespass~~ ye Case for that whereas sd Samuel at the Inferiour Court of ye last Tuesday of August in ye fourth year of ~~the~~ ye reign of ye Lord the now King recovered judgment against Job Alvord of Springfield Gentn for the sum of fourteen pounds 10/ for his damages by him sustained by reason of ye sd Job not performing his promise before that Time made also for the sum of two pounds 0/6 for his Costs & Charges by him sd Sam ~~expended~~ about his Suit Expended & whereas afterwards on ye twenty sixth Day of November following ye said Samll sued out the Writ of Execon in form as by Law of the province directed to ye Sheriff of ye County of Hampshire his Under Sheriff or Deputy greeting which Sheriff the sd Oliver then was and ever since has been, Returnable into our sd Court on ye second Tuesday of Febry following & afterward on ye twenty sixth day of Novr ye sd said Samuel delivered the same Writ to George Hitchcock of Springfield a Deputy Sheriff under said Oliver to Execute and return ye same & yet ye sd George inattentive to the King's Commands and negligent of ye Duty of his Office never levied either of the sums aforesd nor any way Executed & returned ye same as in ye Writ

The Plt appears by John Worthington Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that ye said Samuel recover against ye said Oliver Nineteen pounds 19/ 10 1/2 of lawful money damages & Cost of Court taxed at two pound 0/6 thereof &c

Execon is 23d Feby 1769

Robert Henry of the City of Albany in ye County of Albany & province of New York Mercht pltf vs Asa Johnson of Williamstown in ye County of Berkshire yeoman Deft In a plea That the said Asa render to him ye sd Robert three hundred & six pounds 3/5 1/2 lawful money which to him he owes and from him unjustly detains and whereon ye sd Robert saith that sd Asa at Springfield on ye Eleventh day of July 1765 by his Bond of that date bound himself unto ye said Robert in ye sum of four Hundred & eight pounds 5/11 Current money of New York which is Equal to three Hundred & Six pound 3/5 1/2 lawful money to be paid said Robert on demand &c as in ye Writ. The Pltf appears by John Worthington Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court. Therefore it is considered by ye Court that the sd Robert recover against said Asa one Hundred & forty one pounds 11/11 1/2 of lawful money Debt and Cost of Court taxed at three pounds 7/0 & thereof &c. Execn is 2d Sept 1765

265

Henry vs Johnson

76

Timothy Robinson of Granville in ye County of Hampshire yeoman Pltf vs Eliakim Stow of sd Granville yeoman Deft in a plea of ye Case for that said Eliakim at Springfield aforesaid on ye twenty ninth day of Octobr last past by his promissory note in writing under his hand of that date for value he promised sd Timo to pay him or his order twelve pounds 9/3 Lawful money on or before ye first day of April then next with Interest till paid Yet the said Eliakim tho often requested and tho the sd pay day is long since passed hath not paid ye same or any part thereof But unjustly neglects & refuses to ye Damage of the said Timothy fourteen pounds. The Pltf appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court. It is therefore considered by the Court that the said Timo recover against ye sd Eliakim twelve pounds 9/3 of lawful money damages & Cost of Court taxed at one pound 14/3 And thereof &c

The said Eliakim afterwards at this Term comes here by John Phelps Gent his Attr and appeals from ye judgment of this Court to ye Superior Court of judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next Who recognizes with Sureties as the Law directs for his prosecuting the said appeal with Effect as by sd recognizance on file appears

Robinson vs Stow

77

James Moor of Palmer in ye County of Hampshire yeoman Pltf vs Hugh McMasters of sd Palmer yeoman Deft in a plea of Trespass on ye Case for that whereas on ye thirteenth day of August 1765 Long before one John Moor was a person trading in a way of Merchandize there and ye said John according to ye Custom of Merchants made his Bill of Exchange bearing Date ye Day & year aforesaid & directed to sd Hugh requiring him to pay to ye sd James Moor two pounds 0/0 in a reasonable Time &c as in ye Writ ~~and~~ the Pltf having discontinued his suit ~~heretofore and publickly called to recover into Court & prosecute his Action in Nonsuit,~~ the sd Hugh by Simeon Strong Gent his Attr comes & humbly shews that by Virtue of the said James writ his Goods were Attached & at ye same time he lee a summons commanding him to appear at this Term to answer to ye Action of this Writ brought against him by sd James Moor ye Pltf & that he has accordingly attended this Honble Crt for this purpose But that the sd James Moor has wholly failed to prosecute ye same Action Wherefore sd Hugh prays his Costs may be adjudged to him. Therefore it is considered by ye Court that said Hugh recover against ye sd James one pound 3/9 of lawful money allowing for his Costs in defending the suit of ye sd James & thereof &c

Execn Issued 26th May 1766

Moor vs McMasters

78

The foregoing Judgments and so forth being made and entered up in manner aforesaid the said Court was then adjourned without Day.

Attest Wm Williams Clerk

August Term 1768

Hampshire ss Anno Regni Georgii Tertii Regis magnae Britaniae Franciae et Hiberniae Octavo

At his Majestys Inferiour Court of common pleas held at Springfield within & for the County of Hampshire on the Last Tuesday of August being the thirtieth day of said month (and de die in diem to the third day of Sept next following) Dominii 1768

Present

Israel Williams Esq

Timothy Dwight jun Esq

Thomas Williams Esq

Jury of Trials

John Morgan 2d Foreman
Samuel Judd
Asahel Clark
Edmund Hubbard
Luke Phelps
Joseph Browning
Benjamin Cooley
Solomon Brown
Abner Chapin
Joseph McNall
Jonathan Preston
Thomas Parker

Continued Actions

Ely & Leonard vs Townley — Joel Ely yeoman and Benjamin Leonard jun yeoman both of Springfield in the County of Hampshire Pltfs vs John Townley of Hartford in ye County of Hartford Mercht Deft In a plea of the Case as at large on record And now at this time the said Parties come here and because the referees to whom this Case was referred have not made any report they humbly pray that the Case may be continued under the same rule until the next Term & it is granted them

Jones Execr vs Fowler — Benjamin Day Gentn and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of the Last Will & Testament of Cornelius Jones late of said Springfield Gentn Decd Pltfs vs Bildad Fowler of Westfield in ye County of Hampshire yeoman Deft In a plea of the Case as at Large on record and now at this time ys Parties come here and by reason of the referees to Whom this Case was referred not having made any Award they humbly pray that the Case may be further continued under the same rule until ye next Term and it is granted them

Eustice vs Danks Esq — Jane Eustice of Boston in ye County of Suffolk Millener Pltf vs Benoni Danks late of Chignecto in ye Province of Nova Scotia Esq Deft In a plea of Trespass on the Case as at Large on record, And now at this Time the sd Jane comes here by Joseph Hawley Esq her Atty and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jane recover against the said Benoni one Hundred & ninety eight pounds 5s 8d ½ of Lawful money damages & Cost of Court taxed at three pounds 10s 8d and thereof &c

Allin vs Whipple — Noah Allin of Greenfield in ye County of Hampshire yeoman Pltf vs Daniel Whipple late of Montague in sd County yeoman Deft In a plea of ye Case as at Large on record, & now at this Time ys Parties come here & the referees to whom this Case was referred now report as follows Viz We do award and determine that ys Daniel shall pay to ys Noah five pounds 19s 8d damages & Costs of Court & Costs of Reference ye Costs of Reference being £4 11 11 Lawful money It is therefor considered by the Court that ys Noah recover against ys Daniel five pounds 19s 8d lawful money damages and Cost of Crt & Reference in the whole taxed at Eleven pounds 3s 11d and thereof he may have his Execution — Excon is ult October 1768

Thomas Marsh of Warwick in ye County of Hampshire yeoman Solomon Simmons of Windsor in ye County of Cumberland and Province of New York yeoman and Mary his wife late Mary Marsh John Goodale of Brookfield in the County of Worcester yeoman & Eunice his Wife late Eunice Marsh Henry Gilbert of said Brookfield yeoman and Patience his wife late Patience Marsh Adoniram Bartlet yeoman of sd Brookfield & Miriam his Wife late Miriam Marsh and Samuel Marsh of said Brookfield yeoman, which said Solomon, John Henry and Adoniram sue by their Wives / Pltfs vs Ebenezer Spooner of Ware in ye County of Hampshire yeoman Deft In a plea of Ejectment as heretofore recorded at Large and now at this Term the said Parties come here, and one of the Referees heretofore appointed viz Timothy Ruggles Esq having signified to this Court that he declines the Service of Arbitrating on this Case Therefore at the motion of the said Parties it is ordered that ~~the~~ William Ayers of Brookfield Esq be appointed in the room & stead of said Tim Ruggles Esq who together with ye other Gentn viz: Joshua Upham and Constant Merick are to hear the Case and their award, to be made as soon as may be, upon the matters submitted originally or the Award of any two of them is to be final & ys Parties have a further day

Marsh vs Spooner

Moses Dewey of Westfield in ye County of Hampshire yeoman Pltff vs Joseph Leonard junior of Springfield in ye County aforesaid Gentn Deft In a plea of the Case as at Large on record and now at this time ys Parties come here and because the Referees to whom this Case was referred have not made any award they humbly pray that this Case may be further continued under ye same rule until ye next Term & it is granted them

Dewey vs Leonard

James Dix of Tyringham in ye County of Berkshire yeoman Pltff vs John Shepard of Westfield in ye County of Hampshire yeoman Deft In a plea of the Case as heretofore recorded at Large and now at this time ye said Parties come here and ye Referees to whom this Case was referred report as follow Viz: We do adjudge award and determine that the said James Dix do recover of the said John Shepard ye Sum of six pounds lawful mony damages and Costs of this Reference being one pound 17/6 and Cost of Court &c It is therefore considered by ye Court that said James recover against ye said John Six pounds of lawful mony damages Costs of Court & Reference in ye whole taxed at Seven pounds 5/10 & thereof &c

Dix vs Shepard

Execn iss Septr 2d 1786

Daniel Whipple of Groton in the County of New London in the Colony of Connecticutt yeoman Pltff vs Noah Allen of Greenfield in ye County of Hampshire yeoman Deft In a plea of the Case as heretofore recorded at Large, and now at this time ye sd Parties come here & the Referees to whom this case was referred now report Viz: We do award that the sd Daniel Whipple pay to the sd Noah Allen ye whole Cost of Court and ye whole Cost of Reference to wit the sum of two pounds 12/ lawful money

Whipple vs Allen

Therefore it is considered by the Court that ye sd Noah recover against ye sd Daniel Six pounds 10/ of lawful money allowed him for his Costs in defending ye Suit of the said Daniel & thereof &c

Execn iss 1st Octo 1786

John Taylor ~~Moses Graves~~ of Deerfield ~~Littlefield~~ in the County of Hampshire yeoman ~~Northampton Gentn~~ Pltff vs Moses Graves ~~John Taylor~~ of Littlefield ~~Deerfield~~ in the County of Berkshire ~~Hampshire~~ gentleman Deft In a plea of the Case as heretofore recorded and now at this The said John being three times publickly called to come into Court and prosecute his said Action is Nonsuit & ye said Moses likewise defaulted & ye Action accordingly dismissed

Taylor vs Graves

1760
Danks Esq
vs
Williams

Benoni Danks of Chignecto in ye Province of Novascotia Esq Plt vs Samuel Williams of Roxbury in ye County of Suffolk Gentn Deft In a plea of the Case as at large on record, And now at this time the said Parties appear by their respective Attornies Viz: the said Benoni by Joseph Hawley Esq and the said Samuel by John Worthington Esq his Attorney, And ye said Samuel defends &c and says that ye Plt ought not to have & maintain his Action aforesd against him but thereof ought to be barred because he says that ye whole Quantity of Tobacco in ye Plts declaration mentioned and by him the said Samuel sold to the Plt at ye time of ye sale and delivery thereof in said Declaration mentioned was at said Springfield Good & merchantable and this he is ready to prove and therefore prays judgment &c

And the said Benoni by his Attr abovenamed says that he by any thing contained in ye foregoing plea of the sd Samuel he ought not to be barred of his said Action because he says that full half of ye Quantity of the said Tobacco at ye sd Time of the sale and delivery thereof was bad and unmerchantable without this that ye whole thereof was Good & merchantable as ye said Samd in his plea has averd and this he prays may be Enquired of by ye Country and the said Samuel likewise

Thereupon ye Jurors at this time according to ye form & effect of ye Statutes in this Case provided returned and impanelled being demanded likewise come here Who to say the truth concerning ye Premises ~~being demanded likewise come here to say the truth~~ being duly sworn by Mr. John Morgan their foreman declare upon their Oath that they find for the Plt Eight pounds Vs/ damages & Cost of Court It is therefore considered by the Court that the sd Benoni recover against ye said Samuel Eight pounds Vs/ of lawful mony damages and Cost of Court taxed at Nine pounds 0s 3d and therefore &c

Bacon issued 19th Septr 1760

Bridgham
et al vs
Tinker

Nathan Bridgham of Southborough in the County of Worcester Gentn John Warren of Marlborough in the County of Middlesex Gentn Uriah Eager of same Marlborough Gentn Heir of ye same Marlborough Husbandman Plts vs Phinehas Tinker of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass as regrded at large the last time the before named Plts + by Joseph Hawley Esq their Attorney now come here and they humbly move that Uriah Eager one of the Persons named as plaintiffs in the original Writ for whom the writ of Summons was awarded at the last Term of this Court for summoning him to appear here and prosecute, if he should see fit, with ye other plaintiffs aforesd the aforesd action against the said Tinker and Who has been duly served therewith, may now be called to come and prosecute with them the sd Nathan John and Jabez for the Lands &c demanded in the original Writ, And the same Uriah being now three times publicly called to come here & prosecute as aforesd doth not come but makes default of appearance here – It is therefore considered by the Court that the said Nathan John and Jabez may prosecute for their several Shares of the demanded premises without the sd Uriah. Thereupon the sd Plts and ye said Deft come and pray that they may have a further day before the Lord the King here until the Second Tuesday of November next enjuing the said last Tuesday of August aforesaid and it is granted them

+ viz Bridgham Rice & Warren

Nathan Brigham of Southborough in ye County of Worcester Gent. Uriah Eager of the same Marlborough Gent. John Warren of Marlborough in ye County of Middlesex Gent. and Jabez Rice of ye same Marlborough Husbandman Plantiffs vs John Lord of Granville in ye County of Hampshire Yeoman Deft In a plea &c at at Large on Record of the preceding Term, And now the said parties, viz Brigham Rice and Warren plaintiff appear and they humbly move that Uriah Eager one of the Persons named as Ptt in ye Original Writ for whom ye Writ of Summons was awarded at ye last Term of this Court for summoning him to appear here, and prosecute if he should see fit with ye Other Ptts aforesaid the aforesaid Action against the said Lorder and who has been duly served therewith may now be called to come and prosecute with them the said Nathan John & Jabez for ye Lands &c demanded in ye Original Writ And the same Uriah being now three times publickly called to come here & prosecute as aforesd doth not come but makes default of appearance here His therefore considered by ye Court that ye said Nathan John and Jabez may prosecute for their several Shares of ye demanded premises without the said Uriah. Thereupon the said Plantiffs and ye Defts come and pray that they may have a further day before the Lord the King here until the second Tuesday of November next Ensuing the said Last Tues day of August aforesaid and it is granted them

Lord
Bridgham Als vs
Lord

Nathan Brigham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent Uriah Eager of the same Marlborough Gent and Jabez Rice of the same Marlborough Husbandman Ptts vs Jabez Dunham Junr of Granville in ye County of Hampshire yeoman Deft In a plea &c as at Large on record of ye Preceding Term, And now the said Parties, viz the said Brigham Rice & Warren plaintiffs appear and they humbly move that Uriah Eager one of ye Persons named as Ptt in the original Writ for whom the Writ of Summons was awarded at the last Term of this Court for summoning him to appear here and prosecute if he should see fit with ye Plantiffs aforesaid the aforesaid Action against the said Dunham ~~and he~~ he having been duly served therewith may now be called to come & prosecute with them ye Nathan Jabez and John for the Lands &c demanded in the Original Writ And the said Uriah being now three times publickly called to come here and prosecute as aforesd doth not appear but makes default of appearance here His therefore considered by the Court that the said Nathan John and Jabez may prosecute for their Several Shares of ye demanded premises without the said Uriah. Thereupon ye said Ptts and the Deft come and pray that they may have a further day before ye Lord the King here until the second Tuesday of November next Ensuing the said Last Tues day of August aforesd & it is granted them

Sidem
vs
Dunham

Jeremiah Hogeboom of Clavarack in ye County of Albany and Province of New York Gent. Ptt vs Charles Keyes of Sheffield in ye County of Berkshire yeoman Deft in a plea &c as recorded at Large the preceding Term, and now at this time ye Jeremiah comes here by David Ingersoll Esqr his Atty & ye Deft being three times publickly called makes default of appearance her Therefore it is considered by ye Court that ye Jeremiah recover against ye Charles forty three pounds 13 s 3 d lawful money Debt and Cost of Court taxed at two pound Eighteen Shillings and Two pence and there of he may have his Execution

Hogeboom
vs
Keyes

Exeon issued 3d Jan 1769

270

Barber vs Walkins

John Barber of Westfield in the County of Hampshire yeoman Pltff vs Henry Watkins lately of Becket in ye County of Berkshire yeoman Deft. In Plea of the Case as recorded at Large at ye last Term and now at this time the said John Barber comes here by John Phelps Gentn his Attr and ye Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that the said John ye Pltff recover against the said Henry twelve pounds 14/1½ of lawful money damages and Cost of Court taxed at two pound 5/2 & thereof &c

Execn iss 19th Septr 1760

Lyman vs Phelps

Gad Lyman of Northampton in the County of Hampshire Gentn pltff vs Joseph Phelps of Pittsfield in ye County of Berkshire yeoman Deft in a plea of the Case as at Large on record of the preceding Term and now at this Time the said Gad being three times publickly called to come into Court and prosecute his Action is nonsuit & ye said Joseph likewise defaulted and ye Action dismissed

Terry vs Ely

Nathaniel Terry of Enfield in ye County of Hampshire Tadler Pltff vs Jock Ely of Springfield in ye County afores.d yeoman Deft In a plea of the Case as at Large on record of ye preceding Term and now at this Term the said Nathaniel comes here by Moses Bliss Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court wherefore It is considered by the Court yt the said Nathaniel recover against the said Jock three pounds 6/0 of lawful mony damages and Cost of Court taxed at £1,10,1 & thereof &c

Execn Issued 24th Day of October 1760

Riddle Attr vs Blodget

Thomas Riddle yeoman & William Carpenter yeoman both of South Brimfield in ye County of Hampshire Apltts vs Joseph Blodget of South Brimfield Gentn Deffdt in a plea of Trespass as at Large on record of ye preceding Term and now at this time ye parties come here & humbly pray that ye case may be further continued until ye next Term and it is Granted them

Percy vs Fowler

Sylvanus Percy of Westfield in ye County of Hampshire yeoman Pltff vs Bildad Fowler of said Westfield yeoman Deft in a plea of Debt as at Large on record of the Last Term and now at this Term ye Sylvanus comes here by Moses Bliss Gentn his Attr and ye Deft being three times publickly called to come here makes default of appearance It is therefore considered by ye Court that ye said Sylvanus recover against ye said Bildad fifteen pounds 18/10½ of lawful mony ~~debt~~ and Cost of Court taxes at one pound 12/0 & thereof &c

The said Bildad afterwards at this Time comes here by Jonathan Bliss Gentn his Attr and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of September next Ensuing Who recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by s.d Recognizance on file appears

Miller vs Fowler

Heber Miller of Westmoreland in ye Province of New Hampshire Physician Pltff vs Bildad Fowler of Westfield in ye County of Hampshire yeoman Deft in a plea &c as at Large on record of the Last Term and now at this Term the said parties come here and ye referees to whom this Case was referred now report as follows viz: We do judge & award that ye said Bildad Fowler do pay to the said Heber Miller the Sum of four pounds 2/6½ damages and the Cost of this reference being one pound 4/6 and Costs of Court except the Travel at this Term viz: and

August Term 1766 and we do also award that the said Heber shall not take out any Execution for the above Sum until next November Court Also we award that the said Bildad shall have ye Liberty of collecting all the sums of money due and payable from Joel Ely to the said Heber on a judgment of this Court obtained August 1766 without being further chargeable or accountable to ye said Heber therefor &c It is therefore considered by the Court that the said Heber recover against ye Bildad four pounds 2/16 1/2 of lawful mony damages & Cost of Court ~~Reference~~ in ye Whole taxed at £3 11 16 1/2 & thereof &c

Execd 10th Nov 1766

Pltf in Miller vs Fowler

William Williams of New Britain in ye Bucks County in ye Province of Pensylvania in America yeoman Pltf vs John Taylor of North Brougn in ye County of Worcester yeoman Deft In a plea &c as at large on record of the preceding Term, and now at this Term ye said William being three times publickly called to come into Court and prosecute his Action is Nonsuit and the said John likewise defaulted and ye Action accordingly dismissed

Williams vs Taylor

Hezekiah Hale of Springfield in ye County of Hampshire yeoman Pltf vs Samuel Cooley of ye Springfield yeoman Deft in a plea of the Case as at large on record of the last Term, and now at this Term the said Parties come here, & the referees to whom this case was referred report as follows Viz: We do award and determine and accordingly by leave to report that the said Samuel recover of the said Hezekiah his Costs of defending this Suit and the Costs of Reference being twenty nine Shillings It is therefore considered by the Court that the said Samuel recover against the said Hezekiah his Costs of Court in defending this Suit and costs of reference in the Whole Taxed at Two pounds Ten Shilling & thereof &c

Hale vs Cooley

Oliver Partridge of Hatfield in ye County of Hampshire Esq and Sheriff of the said County Pltf vs Eleanor Gunn of Great Barrington in the County of Berkshire Gentlewoman Admx of all the Goods Chattels & Lands of Stephen Gunn late of Great Barrington Gentn Dec'd Deft in a plea of Debt as on record of the last Term and now ye said Oliver comes here by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the sd Oliver have Execon for two Thousand & four pounds 6/3 to go against ye proper Goods of the Deft and for want thereof against her Body in due form of Law and for Costs taxed at three pounds 2/8 and thereof &c

Execd 29th Sept 1766

Partridge Esq vs Gunn

Nathaniel Holcomb junr yeoman Nathaniel Hilyer yeoman & Danny Cogel yeoman all of Simsbury in ye County of Hartford & Colony of Connecticutt Pltfs vs Gideon Lyman of Northampton in the County of Hampshire Esq Deft in a plea of Covenant broken as recorded at Large of the preceding Term, And now at this Term the said Parties come here by their respective Attornies Viz: the Pltfs by John Worthington Esq and the Deft by Joseph Hawley Esq And the pltfs by their Attr above named replye to the plea of the said Gideon in Bar pleaded at the last Term & say that by any thing before in pleading alledged they ought not to be precluded from having their Action against the said Gideon maintained because they say that John Hunt late of Boston merchant Dec'd died seized of the Lands & premises in their declaration mentioned in his demesne in fee from whom ye said Lands and premises at said

Holcomb & Al vs Lyman Esq

Holcomb
vs
Lyman & al

Springfield descended & came to John Hunt his son Shrimpton Hunt
Thos Hunt & Elizabeth Wendell Children & Coheirs of the said John Hunt
Decd and that afterwards Viz on the fifth day of March A D 1754 at
Springfield the sd Shrimpton Hunt Thomas Hunt & Elizabeth Wendell
by their deed of that date duly Executed conveyed to the sd John Hunt
the son all their right and Interest in the same Lands to hold
the same to him & his Heirs in Fee by Virtue of which deed the sd
John Hunt became sole seized of the same Lands & premises in
fee & afterwards Viz on the twenty ninth day of July A Dom 1754
at Springfield the said John Hunt by his deed of that date conveyd
the same Lands & premises to one Robert Breck of Springfield
to hold the same to him and his Heirs in fee simple, and after
wards viz: on the Seventeenth day of August A Dom 1754 the said
Robert being seized of the same in Fee by his Deed duly Executed &
recorded conveyed the same at sd Springfield to one David Strong
to hold to him and his Heirs in Fee the said David being seized
thereof in Fee afterwards viz on ye twenty fourth day of May
A Dom 1759 at said Springfield by his deed of that date duly
Executed conveyed ye same Lands & premises to one Jonathan
Buttolph to hold ye same to him & his Heirs in fee by force
of which deed the said Jonathan became seized thereof in fee
and hath ever since continued seized thereof to this time
without that that the sd John Hunt Shrimpton Hunt & Elizabeth
Wendell on ye seventh day of March A Dom 1750 were seized
in fee of the same Lands in their own Right & without ye
that by their Deed to the sd Gideon in his plea aforesaid mentioned
the said Gideon ever was seized of the same Lands and
without that that the sd Gideon ever had any right to sell &
convey the same Lands to ye Pltfs all which ye Pltfs are ready
to prove Wherefore they pray judgment for their damages & Costs
And the said Gideon by his Attr afores viz: Joseph Hawley Esq
rejoins and as in his plea at ye last Term said still says that
the said John, Shrimpton & Elizabeth on the twenty seventh
day of March 1750 were seized in Fee of ye said Lands in their
own right & that by their deed to him ye sd Gideon in ye said
plea mentioned, he was seized of the same Lands & that he ye said
Gideon had good right to sell ye same to ye Pltfs & thereof puts him
self on ye Country — And the sd Nathl Holcomb Nathl Gillet &
Jarmy Cossel ye Pltfs by their Attr afores reserving Liberty to waive this
demurrer on ye trial of ye appeal & then to join ye Issue tendred now says
that ye Deft plea afores in rejoinder pleaded is insufficient in Law &
that they are not holden to answer thereto Which they are ready to prove
Wherefore they pray judgment for their damages and Costs
And ye Deft consenting to ye reservation afores says his plea aforesaid in
rejoinder pleaded is sufficient & therefore prays judgment for his damages & Costs
Thereupon ye premises being seen & by ye Court of ye Lord ye King now here fully
understood for yt it appeared to said Court yt ye Deft plea above pleaded & ye matters
therein contained are sufficient in Law to preclude ye said Pltfs from pro
ceeding in their said Action against him ye sd Gideon it is ~~therefore~~ con
sidered by the Court that ye Pltfs by their plea afores have nothing It is also
considered by ye Court yt ye said Deft recover against ye sd Pltfs his Costs in
defending this Suit brought against him Taxed at £ & therefore
The Pltfs by their Attr afores said appeal from ye judgment of this Court to ye Superior
Court of Judicature to be holden at Springfield in and for ye County of Hampshire
on ye fourth Tuesday of September next Ensuing Who recognizes with Sureties
as the Law directs for their prosecuting ye Appeal with Effect as by said
recognizance as on file appears

John Bliss of Windsor in the County of Hartford and Colony of Connecticutt Clerk Pltt vs the Inhabitants of the Town of Sandisfield in the County of Berkshire Defts In a plea of the Case for that ye said Inhabitants of said Sandisfield at Springfield on ye first day of April last were justly indebted to said John in ye Sum of nineteen pounds Mlt lawful mony according to ye Act annexed to ye Writ and in Consideration thereof ye Inhabitants promised said John to pay him ye same on demand &c And also for that whereas ye John Bliss on the first day of April last at Springfield had before that time preached ye Gospel and Laboured in ye Work of ye Ministry for and among said Inhabitants other twenty Sabbaths than those mentioned in ye Account annexed to ye Writ at their special Instance and request in Consideration thereof they promised the said John to pay him as much mony as he reasonably deserved to have on demand &c as in ye Writ

Bliss vs Sandisfield No 1

The Pltt appears by Moses Bliss Gent his Atty and ye Defts being three times publickly called to come into Court makes default of appearance Therefore It is considered by the Court that ye said John recover against the said Inhabitants of Sandisfield nineteen pounds Mlt of Lawful mony damages and Costs of Court Taxed at one pound 18/10 & thereof &c

Execon ISSUED 23d Septr 1786

Jonathan Dwight of Springfield in ye County of Hampshire yeoman Pltt vs Samuel Sherman of Ware in ye County of Hampshire yeoman Deft In a plea of Ejectment whereon ye said Jonathan demands of the said Samuel one Messuage with ye Appurtenances being ye said Samuels Home stead lying & being in Ware aforesd whereon ye Sam now lives containing his ye Samuels dwelling house and one Hundred and Sixty Acres of Land being the Lott Number four consisting of one Hundred Acres originally granted to Joseph Brooks late of said Ware dec bounding as follows Beginning at a heap of Stones in Brookfield line as it formerly run about Ten rods South of ye House wherein the said Joseph lived then running West Thirty degrees North one Hundred & fifteen Perch to a Stake and Stones then North one degree East forty Perch to a heap of Stones on a Rock then North twenty one degs East Sixty perch then North Twenty six degrees west Sixty Perch then East one degree thirty minutes, North Fifty Eight perch to a Stake and Stones then South twenty degrees East to a Stake and Stones then to an Oak Stake and Stones in said Brookfield Line then South two degrees West one hundred and Eighty five Perch in said Brookfield Line to ye first Station and one other Tract or Parcel of Land lying & being in Ware aforesd containing Sixty Acres & adjoining to ye aforesd Land bounded as follows ye Northwest corner Boundary being a White Oak tree marked E with Stones by it & bounded north on ye Common Land Eastward on Moe River and Westwardly on ye Antient Line of ye Town of Brookfield making up in the whole one Hundred and Sixty Acres, Also one other Tract or Parcel of Land Lying in Ware aforesaid containing Fifty Acres being one half part of ye first division of said Lott originally granted Isaac Magoon bounded on Thomas Marsh's Land at the north part Partly on said Brookfield Antient Line and partly on Lyttles & Rutherfords Lotts so called beginning at a Stake and Stones in said Brookfield Antient

Dwight vs Sherman No 2

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Dwight vs Sherman

Line thence Northwardly on said Line fifty three rods to ye Northwest corner of said Brookfield thence West in Marshs country Grant Line two Hundred & three Rods to a stake and Stones thence so fifteen degrees West forty four rods and a half rod to a stake & Stones thence East forty degrees South thirty nine rods to a small Black oak Tree marked thence north thirty four Degrees East fifty two rods and a half rod to a stake & Stones about a rod South of said Marshs Line then West parallel to s^d Line at ye distance afore rod Seventy two rods to a heap of Stones on a rock thence South Sixty rods to a Studdle spotted thence South thirty five degrees West twenty seven rods and a half rod to a Walnut Studdle on the Brow of a Hill thence East Eighteen degrees and a half North ninety five Perch to the first Station with the appurtenances as his right and Inheritance and whereon ye s^d Jonathan says that he the said Samuel Sherman heretofore to wit on ye Seventeenth day of June in ye Sixth year of ~~the~~ the Lord the now King reign being seized of ye s^d demanded premises in fee simple by his deed Poll under his hand and Seal whose date is ye day and year last above duely acknowledged & registered according to ye Laws of this ~~the~~ Province & in Court to be produced for and in Consideration of the Sum of two Hundred pounds lawful money paid him the said Saml by the said Jonathan bargained & sold ye said demanded premises to him ye s^d Jon^a &c as in ye Writ
The Pltt appears by Moses Bliss Gent^n his Att^y & ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that the said Jonathan recover against ye s^d Samuel two Hundred & twenty six pounds 12/0 of lawful money to be paid within two months otherwise that he recover ye Damages & Land ~~[illegible]~~ Debt & Cost of Court taxed at one pound 11/0 and thereof &c
Execon issued 31st October 1760

Fuller vs Chapin No 3

Moses Fuller of Ashfield in ye County of Hampshire Gent^n pltt vs Nathan Chapin of Ashfield aforesaid yeoman Deft in a plea of ye Bax forfeit said Nathan at s^d Ashfield on ye seventh day of November last past by his note of that date for Value rec promised s^d Moses to pay him Eleven pounds lawful money by the fourteenth day of May next after the date with Interest till paid &c as in ye Writ
The pltt appears by Moses Bliss Gent his Att^y & ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that the s^d Moses recover against the said Nathan the sum of Eleven pounds 10/0 of lawful money damages & Cost of Court taxed at two pounds 7/4 and thereof &c

Dwight vs Sherman No 4

Jonathan Dwight of Springfield in ye County of Hampshire yeoman pltt vs Samuel Sherman of Ware in ye County aforesaid yeoman Deft in a plea of the Case for that said Samuel at s^d Springfield on the Sixteenth day of June last past by his note of that date for Value rec promised said Jonathan to pay him twelve pounds Lawful money on demand with Interest &c as in the Writ. The pltt appears by Moses Bliss Gent^n his Att^y and ye Deft being three Times publickly called makes default of Appearance in Court
It is therefore considered by the Court that ye said Jonathan recover against the s^d Samuel twelve pounds 3/3½ of lawful money damages & Cost of Court taxed at one pound 11/4 and thereof &c
Execon Issued ye 23d September 1760

Benjamin Leonard junr of Springfield in ye County of Hampshire yeoman pltf vs Leonard Chapin late of said Springfield yeoman Deft in a plea of the Case for that s^d Leonard at s^d Springfield on ye twenty third day of April last past and ye s^d Benjamin accounted together of and concerning divers sums of money before that Time due & payable by the s^d Leonard to the said Benjamin & then in arrear & upon such Account stated ye s^d Leonard was then found to be in Arrears to ye s^d Benjamin in ye Sum of Six pounds 13/3½ & in consideration there of said Leonard then promised s^d Benjamin to pay him ye same on demand, & also for that s^d Leonard at s^d Springfield on the twenty second day of june Instant was justly Indebted to said Benjamin in the sum of 13/5 lawful mony according to the Account annexed to the Writ & in consideration there of s^d Leonard promised s^d Benjamin to pay him ye same on demand &c as in ye Writ The pltf appeared by Moses Bliss Gent^n his Att^y & ye Deft being three times publickly called makes default of appearance in Court Therefore It is considered by ye Court that ye said Benjamin recover against ye s^d Leonard Chapin ye Sum of Seven pounds 16/8½ of lawful mony damages & Cost of Court taxed at one pound 8/9 & there of &c

Execn issued 28th September 1760

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Leonard vs Chapin No 5

Robert Breck of Northampton & George Breck of Springfield both in ye County of Hampshire Gentlemen pltfs vs Leonard Chapin late of said Springfield yeoman Deft In a plea of the Case for that s^d Leonard at said Springfield on ye twenty ninth day of February last past by his note of that date for Value rec promised said Robert and George to pay them four pounds 4/13½ lawful mony on demand with Interest for ye same till paid &c as in ye Writ The pltfs appear by Moses Bliss Gent^n their Att^y & the Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that ye said Robert & George do recover against the said Leonard ~~four~~ three pounds 3/7¼ of lawful mony damages & Cost of Court taxed at one pound 13/10 & there of &c

Breck &c vs Chapin No 6

Execn issued Septr 23 1760

Jacob Gibbs of Greenwich in ye County of Hampshire Gent Appt vs Thomas Gibbs of said Greenwich yeoman Appe from ye judgment of Josiah Chauncy Esqr at a trial before him on ye fourth day of July Dom 1760 at which Trial the said Thomas was pltf and the said Jacob Deft In a plea of the Case for that said Jacob at s^d Greenwich on the first day of April last past owed the said Thomas 18/4 lawful mony for Sundry Articles of Account according to ye Act annexed to the Writ and then and there in Consideration thereof promised said Thomas to pay him said Sum on demand, Yet said Jacob tho often requested hath never paid the same or any Part thereof But refuses to doit To ye damage of the said Thomas 30/0 The s^d Thomas appeared by Simeon Strong Gent^n his Att^ys and ye s^d Jacob by Elisha Porter Gent^n his Att^y came & defended & for plea said he never promised ye pltf in manner & form &c & thereof prayd Trial by said Justice and the said Thomas likewise Thereupon the Premises being seen by s^d Justice, It was considered that ye Pltf recover against the Deft ye Sum of Seventeen Shillings & nine pence damages & Cost of Suit taxed at one pound 16/1 &c

Gibbs Appt vs Gibbs No 7

And the said Jacob appealed from ye judgment of said Justice to ye Inferiour Court of common pleas then next to be holden at Springfield on the Last Tuesday of August

and

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Gibbs
vs
Gibbs

And the within named Parties now come here in their proper persons and refer the Case to ye final determination & award of Paul Mandell of Hardwick Gentn Elijah Smith of Belchertown Gentn & William Scott of Palmer Gentn or any two of them Arbitrators indifferently elected & named by the said Parties to be made upon the premises and returned into this Court so soon as may be and the said parties have a Day before the Lord ye King here until ye second Tuesday of November next Ensuing

Fowler
vs
Fowler
No 8

Daniel Fowler of Westfield in the County of Hampshire yeoman pltff Bildad Fowler of said Westfield yeoman Deft In a plea of the Case for that whereas the said Bildad at said Westfield on the nineteenth day of December Domi 1764 received of one Martin Smith one promissory note in writing under hand of one Nathan Beldin of Wethersfield for the sum of Ten pounds payable in lawfull money price with Interest to receive the contents of the same note of said Beldin for the use of the Plantiff and to pay ye same to the plantiff & the said Bildad in consideration thereof assumed on himself and to the pltff then and there promised to collect ye same contents of said note if it could be collected in a reasonable time and to pay the same when collected to ye Pltff and ye Pltff says that the said Contents of the said Note might well have been collected and that ye said Bildad hath had reasonable Time to collect the same Yet thô often requested the said Bildad hath never paid the same to the pltff, And also for that the sd Bildad at said Westfield on the last day of may last being justly indebted to the said Daniel the sum of other Ten pounds for so much by him the said Bildad before that Time had & rec'd of one Nathan Beldin to the use of the said Daniel he the said Bildad in consideration thereof then and there promised said Daniel to pay him the same on demand and also for that the said Bildad at said Westfield on the twenty eighth day of August Domi 1764 by his other promissory note in writing under his Hand of that date for Value rec'd promised the pltff to pay him ye Value of three pounds 10s in good Wheat or Pork or Beef on demand with Lawfull Interest till paid Yet said Bildad thô often requested hath never fulfilled either of his said promises But unjustly neglects to do it thô ye pltff ~~was always~~ was always ready to receive the sum last aforesaid in Wheat Pork or Beef, And also for that ye said Bildad at said Westfield on the fifth day of May Anno Domi 1764 by his writing under his hand of that date requested the pltff to deliver to one Samuel Bancraft for his the pltff Heifer Cow and he the said Bildad by the same writing promised the pltff if he would deliver his said Cow to said Bancraft he said Bildad would pay him three pounds on demand and the pltff says he then & there delivered his said Cow to said Bancraft of which the said Bildad then & there had notice Yet the said Bildad thô often requested hath never fulfilled either of his said promises But unjustly neglects to do it To the damage of the said Daniel the sum of thirty pounds The pltff by John Worthington Esq and ye Deft in person come here & refer ye Case with all other demands in Law or in Equity subsisting between them to ye final determination & award of John Moseley Gentn Stephen Fowler yeoman & George Phelps yeoman all of Westfield Arbitrators mutually chosen by ye Parties or any two them to be made upon ye premises & returned into this Court as soon as may be and this case with ye proceedings of ye Parties therein is continued until the next Term of this Court

Seth Dwight of Hatfield in ye County of Hampshire Gentn and Mather Warren of the same Hatfield Husbandman Executors of the last Will and Testament of William Warren lately of Hatfield aforesd Husbandman decd pltts vs Moses Graves of Bilsfield in ye County of Berkshire Gentn Deft in a plea of the Case wherein ye said Seth and Mather complain that whereas the said Moses on ye seventh day of June Dom 1749 at Hatfield aforesaid by his note for value rec promised the said William then Living to pay to him one Hundred pounds old Senor Bills pneuning Bills of publick Credit of the old Senor, worth as ye pltt says thirteen pounds 0/d of the Lawful money of this our Province of the Massachusetts Bay in New England on demand with ye Lawful Interest thereof till paid, Nevertheless the said Moses tho often requested never paid the Contents of ye sd Note of ye said Note to ye said William in his life time nor in any manner contented or satisfied him for the same nor has he paid the Contents of the said Note to ye Pltts or either of them nor in any manner contented them the same since ye sd Williams Death But the said Moses during the Life of the said William always neglected to pay him and ever since his death has neglected to pay the Pltts and still neglects to do it To the damage of the said Seth and Mather thirty two pounds

The Pltts appear by Joseph Hawley Esq his Attorney Defts being three times publickly called makes default of appearance here It is therefore considered by the Court that the said Seth & Mather do recover against the said Moses ye Sum of twenty Eight pounds 14/13 1/4 of Lawful mony damages and Cost of Court taxed at two pound 0/d and thereof Li

The said Moses afterwards at this time comes here by Simeon Strong Gentn his Attorney and appeals from the judgment of this Court to the Superiour Court of judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next Ensuing Who recognizes with Sureties as the Law directs for the sd Moses's prosecuting the appeal with effect as by sd Recognizance on file appears

Seth Dwight
Mather Warren
vs
Moses Graves
No 9

Jonathan Mason of Boston in the County of Suffolk Merchant Pltt vs Ebenezer Shelden junr of Bernardston in ye County of Hampshire Husbandman Deft in a plea of the Case for that whereas ye sd Ebenezer on the nineteenth day of April Dom 1760 at Deerfield in ye County of Hampshire by his note for value rec promised one Elijah Williams Esq to pay to him or his order Sixty four pounds 7/ Lawfull money on demand with Interest till paid & afterwards said Elijah on ye Tenth day of May 1760 at Deerfield aforesaid by his Indorsment on said Note ordered the payment of the Contents of sd Note to be made to ye said Jonathan of all which the said Ebenezer had notice and in Consideration thereof undertook & promised said Jonathan to pay him the Contents on demand &c as in the Writ

Mason
vs
Shelden
No 10

The pltt appears by Joseph Hawley Esq his Attorney and the Deft being three Times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Jonathan recover against the said Ebenezer Sixty Five pounds 15/11 1/2 of Lawful mony damages and Cost of Court Taxed at three pounds 2/12 and thereof Execution issued 5th Decemr 1760

1/8

Bridgham als vs Fowler

Nathan Brigham of Southborough in the County of Worcester Gentn Uriah Eager of Marlborough in ye County of Middlesex Gentn John Warren of ye same Marlborough Gentn and Jabez Rice of the said Marlborough Husbandman Pltfs vs Bildad Fowler of Westfield in the County of Hampshire yeoman Deft In a plea wherein the said Brigham, Eager, Warren & Rice demand against the said Fowler the Lands & Tenements in Granville in the said County of Hampshire with the appurtenances included within the following Lines that is to say the first Line begins at a White Oak Tree with Stones about it standing in the Northeast Corner of a large Tract of Land which Samuel Rowlee & Ezra Holcomb in ye Year of our Lord 1787 conveyed to Nathan Brigham & others & runs Westerly about one Hundred & thirty six rods to the Northeast corner of a Tract of Land lately in ye possession of one Jabez Dunham thence the next line runs Southerly about one Hundred & thirty two Rods to the South East Corner of the same Tract of Land held by the said Dunham part whereof is now conveyed to one Moses Allen thence the next line runs Easterly about one Hundred & ten Rods to the North East corner of a tract of Land lately in the possession of one Isaac Owen thence ye next line runs Northerly about one Hundred & forty five Rods to the said Oak Tree above mentioned being in Quantity about one Hundred Acres as their right & Inheritance and into which ye Bildad has no Entry but by one Nathaniel Clark to whom one Samuel Rowlee demised the s Lands & Tenements who thereof unjustly & without judgment within thirty years last past disseized the above named demandants and one Thomas Brigham lately of Marlborough aforesaid Husbandman Decd in his Life time and whereupon the said demandants say that they together with the said Thomas Brigham Decd in his Life Time within thirty years Last past were jointly as joint Tenants by equal Shares seized of the said demanded Lands & Tenements with ye appurtenances in the demean of the said demandants & the said Thomas decd as of Fee & right in a time of Peace in ye Time of the reign of ~~our~~ his Majesty's Royal predecessor George the second of Great Britain France & Ireland King & taking the Profits thereof to ye Value of Ten pounds by the year since which & when they were so as joint Tenants thereof seized the said demandants say that the said Samuel Rowlee in the Life of the s Thomas decd unlawfully without judgment and with force & Arms Entered thereinto disseized the said demandants and ye said Thomas decd after which disseizin ye said Rowlee demised the said demanded premises to the s Nathaniel Clark who afterwards demised ye same to the said Bildad Fowler who Entered into ye same premises & held out & deforced the said demandant and the said Decd thereof & afterwards the said Thomas Bridgham died and ye above named demandants survived him & thereby the right to ye whole of the said demanded Lands & Tenements with ye appurtenances accrued to the s demandants & they became vested therewith per jus accrescendi or right of Survivorship & ever since ye Death of ye s Thomas ye s Bildad has held out & deforced ye s demandants of all the said demanded Premises & still unjustly holds them out to the damage of ye s Nathan, Uriah, John & Jabez one Hundred pounds The Pltfs all Except Uriah Eager appear by Joseph Dawley Esq their Atto and because ye s Uriah fails to come & prosecute with them they humbly pray that a common may be granted thereof summoning s Uriah to appear at ye next Term & proceed as aforesd & it is granted thera & ye Case is continued until ye next Term

Elisha Mary of Hatfield in the County of Hampshire Husbandman
pltf vs Joseph Mitchel of Ashfield in the County aforesaid yeoman Deft 179
In a plea of Trespass on the Case for that said Joseph at Hatfield
aforesaid on the eighth day of May Anno Dom 1767 by his note for Value
Rec promised said Elisha to pay him four pounds 10/0 on or Mary
before ye first day of August then next & if not then paid Lawful vs Mitchel
Interest for the same thence forward until paid &c as in ye Writ
The Plt appears by Joseph Hawley Esq his Attorney & Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Elisha do
recover against ye sd Joseph Mitchel ye sum of Four pounds 13/0 1/2 of lawful
money damages & Cost of Court taxed at one pound 18/10 & thereof &c
Execon is 10th Nov 1770

Peter Bicknell of Warren in the County of Bristol in the
Colony of Rhode Island Esq pltf vs Ebenezer Allen yeoman & John Bicknell
Allen yeoman both of Rehoboth in ye County of Bristol in the Esq vs
Province of the Massachusetts Bay Executors of the Last Will & Allens Exs
Testament of Ebenezer Allen late of Warren aforesaid Esq Decd
Defts in a plea of Covenant broken for that said Ebenezer Allen B
late of Warren aforesaid Esq died the first day of March in the
twenty sixth year of the reign of his Majesty Late Royal Grandfather King
George the second at Springfield made sealed & delivered to ye Plt
his the said Ebenezers Deed Poll of that date in which among
other things it is Witnessed that the same Ebenezer in Consider
tion of seven Hundred pounds to him paid by the pltf did
give grant sell & convey to the Plt and his Heirs forever a certain
Tract of Land lying in Lisfield in ye County of Windham in ye
Colony of Connecticutt lying near ye west End of said Town &
by Estimation containing one Hundred Acres being ye first Lott
in the second Draught there bounding as follows viz beginning
at a Poplar Tree marked and running west one Hundred Perch to
a heap of Stones from thence north one Hundred & Sixty Perch
to a Chesnut Tree marked Thence it runs East ~~to a Chesnut~~
~~Tree~~ one Hundred perch to a Black Oak Tree marked from
thence it runs south one Hundred & Sixty perch to ye first
Bound, to have and to hold the same with ye appurtenances
to the Plt and his Heirs to his and their own use in fee
simple forever and in & by the same deed ye sd Ebenezer
the Testator for himself his Executors & administrators
granted & covenanted with ye Plt that before & until the
Ensealing of the same deed he was the True Sole & lawful
owner of ye said Granted & bargained premises and that he
was then lawfully seized & possessed of the same in his own
proper right as a good perfect absolute Estate of Inheritance
in fee simple & that he then had in himself good right
full power & lawful authority to grant & convey ye same
to the pltf as aforesaid and that the said Peter the pltf his
Heirs & Assigns might from time to time & at all times
forever thereafter lawfully peaceably & quietly have hold use
possess and Enjoy the same with the appurtenances by Virtue
of that deed free & clear, freely & clearly acquitted & discharged
of all & all manner of other Gifts Grants bargains Sales
& Incumbrances whatsoever that might in any measure
or degree obstruct or make void that deed as by ye same deed
in Court to be produced will appear, Now ye Plt in Fact says
that at the time of the making and Ensealing of the sd

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Bicknell Esq vs Allens Exr

Deed the said Ebenezer the Testator was not ye true & sole & lawful owner of the whole of said granted & bargained premises & that he was not then lawfully seized & possessed of ye same in his own proper right as a good Estate of Inheritance in Fee simple and that he the same Ebenezer had not then any right power or Authority to grant & convey the same to ye Pltf that the same was not then free and acquited & discharged from other Gifts & Grants, But that many years before the Time of making the deed aforesaid the said Ebenezer ye Testator among other lands adjoining thereto granted and conveyed to his Son John Allen aforesaid thirty nine Acres and Eighty nine rods of ye Land aforesaid lying at the South west Corner thereof which by sundry mean Conveyances came from said John to one William Johnson who at ye said Time of ye Ebenezer making said Deed to ye Pltf was seized of the same in fee & so the said Pltf could never legally enter upon the same thirty nine Acres and Eighty nine rods of Land part of the premises granted to him by said Ebenezer ye Testator nor hath he ever been able to possess himself thereof or to use and Enjoy ye same by reason of ye said former Grant thereof by the said Testator and the Priority of right thereto in said Johnson but is wholly defeated thereof & hath finally lost the same and so the said Ebenezer ye Testator hath broken his Covenant aforesd and an Action accrues to the Pltf against ye Deft ye Executors of the said last Will and Testament of the said Ebenezer ye Testator to recover against them his damage aforesaid all which is to the damage of ye sd Peter one Hundred pounds — The Pltf appears by John Worthington Esq his Atty and the abovenamed Executors by Joseph Hawley Esq their Atty come & defend &c and say this Writ is bad and ought to be abated because they say that it is not therein declared or averred what the Value is of the thirty nine Acres and Eighty nine rods of Land which the said Peter says was witnessed by the deed of ye abovenamed Testator to be sold to the said Peter and whereof the said Peter says he has not been able to possess himself or yt the same is of any Value at all which ought to have been averr'd which ye sd Executors are ready to Verify and therefore they pray judgment and that the said Writ may be abated

Thereupon the premises being rightfully understood for that it appears that the pltf's Writ is good &c. It is therefore considered by the Court ~~that the plaintiff have pleaded being fully understood~~ that the above Writ of the said Peter ~~is good and sufficient and therefore~~ does not abate

And the said Parties by their Attornies above named move that ye Case may be continued until the next Term & it is granted them

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Farr 2d vs Meacham

Jonathan Farr ye second of Chesterfield in ye Province of New Hampshire yeoman pltf vs William Meacham of Williamstown in ye County of Berkshire yeoman Deft in a plea of the Case for that said William at Springfield on the Eighth day of August A D 1769 by his Note of that date for Value Rec promised one ~~Joseph~~ Washburn to pay him or order Sixty three pounds lawful money on demand with Interest till paid and afterwards viz on the first day of March last past said Washburn by his Indorsement ordered ye Contents of said Note then wholly due and unpaid to be ~~made~~ paid to sd Farr of all all which said Meacham instantly had notice and so became liable to pay ye same to sd Farr and being so liable sd Meacham promised sd Farr to pay him the same on demand &c as in ye Writ — The Pltf appears by Daniel Jones Esq his Atty & ye Deft being three times publickly called makes default of appearance here — Therefore it is considered by ye Court that ye sd Farr recover against ye sd Meacham Sixty seven pounds of lawful money damages & cost of Court taxed at £2 17s 0d Therefor &c

Falcon ye 7th Nov 1770

Jonathan Hunt of Hinsdale in ye County of Cumberland and Province of New York Gentleman pltff vs Caleb Dana of Cambridge in ye County of Middlesex Tanner Deft in a plea of the Case for that said Caleb at Springfield on ye thirteenth day of May 1766 by his note of that date for Value recd promised said Jonathan to pay him or order twelve pounds Lawful mony on demand &c as in the Writ — 2d h

Hunt vs Dana

15

The pltff appears by Daniel Jones Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the s Jonathan recover against ye s Caleb Twelve pounds 2/54/2 of lawful mony damages and Cost of Court taxed at three pounds & thereof &c

Execon issued 7th Octr 1766

George Throop of a place commonly known & called by ye name of Number one Equivelant in ye County of Berkshire yeoman pltff vs Noah Phelps of Hebron in ye County of Hartford and Colony of Connecticutt yeoman Deft In a plea of the Case for that the said Noah at Springfield on the twelfth day of May 1766 by his note in writing under his hand of that date for Value there recd promised the said George Throop to pay to him the sum of Seventeen pounds 12/0 lawful mony at or before the first day of March then next Ensuing the date of s d note yet the said Noah tho often thereto requested and altho the pay day of said note is long since Elapsed hath not performed his s d promise But he wholly neglects and refuses to do it To the damage of the said George Twenty pounds

Throop vs Phelps

16

The Dft appears by John Phelps Gentr his Attorney and ye Deft being three times publickly called makes default of appearance It is Therefore considered by the Court that the s George recover against the said Noah the sum of Seventeen pounds of lawful money damages & cost of Court taxed at two pounds & thereof &c

The said Noah afterwards at this same Term comes here by Moses Bliss Gentr his Attorney and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Ensuing Who recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said recognizance on file it appears

Samuel Hains of Westfield in ye County of Hampshire yeoman pltff vs Bildad Fowler of said Westfield yeoman Deft In a plea of ye Case for that the said Bildad on ye thirteenth day of July last past being justly indebted to ye said Samuel in ye sum of Thirty nine pounds 19/7 lawful mony for diverse articles of Book Chat there before that time sold & delivered by the said Samuel to ye said Bildad at his special instance & request & being so indebted ye said Bildad then and there in consideration thereof undertook and faithfully promised said Samuel to pay him ye same on demand yet ye said Bildad tho often requested hath never paid ye same or any part But he unjustly neglects it To ye damage of ye s d Samuel fifty pounds — The pltff by John Phelps Gent his Attr & ye Deft in person come here and refer ye Case with all other demands in law or in Equity to ye final award & determination of Eldad Taylor Esq William Shepard Gent & Noadiah Gillet yeoman all of Westfield aforesaid Arbitrators mutually chosen by ye said Parties or any two of them to be made upon ye premises & returned into this Court as soon as may and this Case with ye proceedings continued until ye next Term of s d Court

Hains vs Fowler

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(Ad 2) Seth Loomis of Westfield in the County of Hampshire yeoman
pltt vs Timothy Leet of Granville in ye same County yeoman Deft.
In a plea of the Case for that said Timothy at Westfield on the
Loomis Eleventh day of June Anno 1767 by his note of that date for
vs Value rec promised said Seth to pay him four pounds in
Leet manner following viz: three pounds worth of White pine Boards
Ad suitable to cover a Barn at thirty shillings pr Thousand and deliver
the same Boards at Ebenezer Seawards Mill in Granville on or
before the first day of January then next and one pound in
part of the same Note in a neat Creature at Cash price to be
paid said Seth at or before the first day of January then next with
Interest for ye Whole till paid &c as in ye Writ
The pltt appears by John Phelps Gentn his Attorney & ye Deft being
three times publickly called makes default of appearance in Court
Therefore It is considered by the Court that the said Seth recover
against the said Timothy four pounds 5/9 of lawful money
damages and Cost of Court Taxed at one pound 13/4 & thereof &c
Execon is 10th Nov 1768

Hatheway Simeon Hatheway of Suffield in the County of Hampshire
vs Gentn pltt vs Samuel Sumner of Springham Equivalent
Sumner called between Blandford and Springham in
the County of Berkshire yeoman Deft in a plea of the Case for
Ad that said Samuel at Suffield on the fourteenth day of
December Anno 1768 by his note of that date for Value rec promised
said Simeon to pay & deliver to him at his House in Suffield
nine Hundred & fifty feet of Good Large Wooden Ware at or before
the first day of March then next which ware ye pltt avers to be
well worth nine pounds lawful money &c as in ye Writ
The pltt appears by John Phelps Gentn his Attn & ye Deft being three
times publickly called makes default of appearance in Court
Its Therefore considered by the Court that the said Simeon recover
against ye said Samuel Eight pounds of lawful money damages
and Cost of Court taxed at one pound 16/5 & thereof &c
Execon is 13th September 1768

Dewey Moses Dewey of Westfield in ye County of Hampshire Gentleman pltt vs
vs David Gillmore yeoman & Thomas Kenedy yeoman both of Murrayfield
Gillmore in ye aforesaid County Defts in a plea of the Case for that said David & Thomas
Ad at Murrayfield on ye ninth day of June Anno 1768 by their note of
that date for Value rec promised ye Pltt to pay him or order six
pounds lawfull money on Demand with Interest &c as in ye Writ
The pltt appears by John Phelps Gentn his Attn and ye Defts being three
times publickly called make default of appearance in Court
Its therefore considered by ye Court that ye said Moses recover against
ye said David and Thomas ye sum of Six pounds 7/9 of lawful money
damages and Cost of Court taxed at one pound 13/4 & thereof &c
Execon is 19th Septr 1768

Mather Samuel Mather of Westfield in ye County of Hampshire Physician
vs pltt vs Abiramaz Easton of said Westfield yeoman Deft in a plea
Easton of the Case for that said Abiramaz at said Westfield on ye sixteenth
Ad day of June Anno 1768 by his note of that date for Value rec
promised said Samuel to pay him or order four pounds of
lawful money on demand with Interest till paid &c as in ye Writ
The pltt appears by John Phelps Gentn his Attn & ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Samuel recover against
ye said Abiramaz four pounds 1/0 of lawful money damages & Cost
of Court taxed at one pound 11/6 & thereof &c Execon is 26th July 1769

James Taggart of Murrayfield in ye County of Hampshire yeoman pltt vs Sylvanus Percy of Westfield in said County yeoman Deft in a plea of ye Case for that said Sylvanus at said Westfield on the tenth day of April Anno 1764 by his note of that date for Value rec'd promised the said James to pay him the of three pounds money upon demand yet ye said Sylvanus tho often thereto requested hath not performed his Promise But he wholly denys to do it To the damage of the said James the Sum of Six pounds

2d3

Taggart vs Percy

2Ro

The above named parties viz: the said James by John Phelps Gent his Attr and the said Sylvanus in his proper person come here and refer the Case to the final determination and award of John Mosely Gent Samuel Mather Physician and Daniel Mosely yeoman all of Westfield aforesaid or any two of them Arbitrators mutually Elected by the said parties to be made upon ye premises and returned into this Court so soon as may and the said parties have a day before the Lord ye King here until ye second Tuesday of November next Ensuing

John Mosley of Westfield in ye County of Hampshire Gent pltff Nathaniel Kingsley of Becket in ye County of Berkshire Gent Deft In a plea of the Case for that said Nathaniel at Westfield on ye twenty eighth day of July Anno 1764 by his note of that date for Value rec'd promised said John to pay him or order three pounds 10s 3d on demand wth Interest &c as in ye Writ The pltff appears by John Phelps Gent his Attr & ye Deft being three times publickly called to come into Crt makes default of appearance It is therefore considered by ye Court that ye said John do recover against ye said Nathll ye sum of four pounds 17s 3½d of lawful mony damages and Cost of Court taxed at one pound 13s 0d thereof &c

Mosley vs Kingsley

2B

Execn iss 20th Sept 1765

Eleazer Pomeroy of Northfield in ye County of Hampshire yeoman and a deputy Sheriff under Oliver Partridge Esq Sheriff of our County aforesaid pltff vs John Chambers of Bernardston in the County aforesaid yeoman Deft In a plea of ~~the Case~~ Ejectment whereon he demands against ye said John two Tracts or parcells of Land containing seventy two acres with ye appurtenances both lying in Bernardston aforesaid the one of which is fifty acres of Land laid out there to satisfy ye Draught Number one Hundred and Eighteen in ye third Division of Lands in said Bernardston together with two acres added to the same for roads by Courses & Distances and is described as follows beginning at ye North East Corner of Lott Number twenty seven in ye first division there & from thence running forty Rods thence running South one hundred thirty seven rods and an half rod thence west Eighty nine rods to ye Line of Lott one Hundred & twenty in ye third division there thence North fifty seven rods and an half rod on ye same Line thence East forty nine rods on the Line of Lott Number twenty seven aforesd thence north on the East End of said Lott Number twenty seven Eighty rods and Closes. The other is twenty Acres of Land part of the Lott Number twenty seven in ye first division of Lands in Bernardston aforesaid and is described by Courses & Distances as follows beginning at ye South East Corner of the same Lott &c

Pomeroy vs Chambers

2A

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From thence running West forty eight rods and an half rod thence north twenty three degrees East Eighty three rods thence East thirty one rods and an half rod to the North East corner of said Lott Number twenty seven from thence South Eighty rods and Closes and whereon said Eleazer says that he within twenty years last past in a time of peace was seized of these two Tracts or parcels of Land aforesd with ye appurtenances in his demesne as of fee taking the profits thereof to ye Value of two pounds a year since which the said John Illegally and without judgment entred thereon and Disseized the said Eleazer the pltt thereof and unjustly holds him out to the damage of the said Eleazer the Sum of twenty five pounds

Pomeroy vs Chambers

The abovenamed parties come here and humbly pray that this Case may be continued until ye Next Term It is there upon considered by ye Court that ye Case be continued & the said parties have a farther day before the Lord ye King in this Court here until ye second Tuesday of November next

Hatheway Junior vs Bagg 25

Jacob Hatheway junior of Suffield in ye County of Hampshire yeoman pltt vs Moses Bagg of Springfield in said County yeoman Deft In a plea of the Case for that said Moses at said Springfield on the last day of May last past being justly indebted to the pltt the sum of Eighteen pounds for Iron by the said Jacob before that Time sold & delivered to ye Moses at his special Instance and request he the said Moses in Consideration thereof then and there promised said Jacob to pay him ye same sum on demand, yet said Moses tho' often requested hath never paid the same but unjustly neglects it To the damage of the said Jacob the sum of Twenty five pounds

The above named Jacob and Moses come here in their proper persons and agree to refer this Case to ye final determination & award of Elded Taylor Esq of Westfield Josiah Bissel of Windsor Esq and Benjamin Day of Springfield aforesaid Gentleman for any two of them Arbitrators mutually Elected and named by the said Parties to be made upon ye premises & returned into this Court so soon as may be and ye the said parties have a Day Le until ye second Tuesday of November next Ensuing

Frayner & Wife vs Jazzard 26

Francis Frayner of Hadley in ye County of Hampshire yeoman & Mary his wife late Mary Clark of sd Hadley pltts vs Benoni Jazzard of Sunderland in ye County aforesd yeoman Deft In a plea of the Case for that said Benoni at said Hadley on ye thirteenth day of june last past by his note of that date for Value Rec promised ye said Mary then feme Sole by ye name of Mary Clark to pay her two pounds Ds lawful mony by ye thirteenth day of August then next with Interest till paid Le as in ye Writ

The pltts appear by Elisha Porter Gent their Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Francis and Mary do recover against the said Benoni the sum of two pounds Eleven shillings & two farthings of lawful money damages and Costs of Court taxed at one pound 17 ss 10 & thereof Le

Execution ispued September ye 19th 1788

Moses Warner of Amherst in ye County of Hampshire yeoman pltt vs Joel Botsfield late of Hadley in said County yeoman Deft. In aplea of the Case for that said Joel at said Amherst on the nineteenth day of April last past by his note of that date for Value rec'd promised said Moses to pay him fifty eight Gallons of good West India Rum to be delivered at Jonathan Warners at Hadley aforesd by the tenth day of May thenext And also for that said Joel at said Amherst on ye twentieth day of April last past past being justly indebted to ye sd Moses in the sum of £5 for sundry Articles of Book Debt according to the Account annexed to ye Writ he the said Joel in Consideration thereof promised said Moses to pay him ye sum on demand &c as in the Writ — The pltt appears by Elisha Porter Gentn his Attorney and ye Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that the sd Moses recover against ye sd Joel ten pounds 19/4 of lawful money damages and Cost of Court taxed at one pound 17/10 & there of &c

Warner vs Botsfield Dt

Exon issued Septr 19th 1786

Elijah Arms of Deerfield in ye County of Hampshire yeoman pltt vs Ebenezer Smead late of Greenfield in said County yeoman Deft in aplea of the Case for that said Ebenezer at said Deerfield on the first day of May Dom 1767 by his note of that date for Value received promised said Elijah to pay him fourteen pounds 8/9 lawful money on demand with Interest &c as in ye Writ The pltt appears by Elisha Porter Gent his Attorney ye Deft being three times publickly called makes default of appearance here Therefore it is considered by the Court that the said Elijah recover against ye said Ebenezer twelve pounds 17/0 of lawful money damages & cost of Court taxed at two pounds 2/11 & there of &c

Arms vs Smead 2d

Exon iss 10th Novr 1786

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs Silas Hamilton of Deerfield in said County yeoman Deft In aplea of the Case for that said Silas at sd Hadley on the first day of january last past being justly indebted to said Jona in the sum of seven pounds 19/3 3/4 lawful for sundry Goods Wares and Merchandize before that Time sold & delivered said Silas at his special Instance & request and being so indebted said Silas in consideration thereof promised said Jona to pay him the same on demand &c as in ye Writ — The pltt appears by Elisha Porter Gentn his Atty and ye sd Silas being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Jonathan recover against the said Silas seven pounds 19/3 3/4 of lawful money damages and Cost of Court taxed at one pound 10/0 & there of &c

Warner vs Hamilton 2d

Exon is 12th Septr 1786

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs Aaron Goodrich of sd Hadley yeoman Deft in aplea of ye Case for that said Aaron at sd Hadley on ye Eleventh day of August 1786 by his note of that date for Value rec'd promised sd Jonathan to pay him three pounds 16/9 3/4 on demand with Interest &c as in ye Writ, The pltt appears by Elisha Porter Gent his Attn and ye Deft being three times publickly called makes default of appearance in Court, Therefore it is considered by ye Court that ye said Jona recover against ye said Aaron four pounds 6/3 lawful money damages & Cost of Court taxed at one pound 17/6 & there of &c

Warner vs Goodrich 30

Exon is 12th Septr 1786

(286) Jonathan Warner of Hadley in the County of Hampshire Trader
Pltf vs Robert Abercrombie of Pelham in said County Clerk Deft
Warner in a plea of the Case for that said Robert at said Hadley on the
vs first day of January last past being justly indebted to said
Abercrombie Jonathan in ye sum of four pounds 4/11½ lawful money to
ballance acct according to ye Acct annexed to the Writ he ye sd
33 Robert in consideration thereof promised said Jonathan to
pay him the same on demand &c as in the Writ
The pltf appears by Elisha Porter Esqr his Attr & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Jonathan recover
against ye said Robert four pounds 4/11½ of lawful money
damages & cost of Court taxed at one pound 17/2 & thereof he
Execon is 12th Septr 1768

Idem Jonathan Warner of Hadley in ye County of Hampshire Trader Pltf vs
vs Noah Smith of said Hadley yeoman Deft in a plea of the Case for
Smith that said Noah at said Hadley on ye first day of August current
being justly indebted to ye said Jonathan in the sum of Eleven
34 pounds lawful mony to ballance Acct according to the Account
annexed to the Writ he the said Noah then & there in consideration
thereof promised said Jonathan to pay ye same sum on demand
Yet said Noah tho often requested has never performed his said
promise But neglects it To the damage of ye said Jonathan the
Sum of fifteen pounds — The pltf appears by Elisha Porter
Gent his Attr and forasmuch as it appears to the Court that the
said Noah is now out of the Province It is considered that the ye
Case be continued until ye Next Term

Williams Ebenezer Williams of Pomfrett in ye County of Windham in the
Esq vs Colony of Connecticutt Esq pltf vs Samuel Lawrence late of Worcester in
the County of Worcester yeoman Deft in a plea of the Case for that
Lawrence said Samuel at Springfield on ye Eighteenth day of February Anno Dom 1763
33 by his note of that date for Value rec promised the said Ebenezer
to pay him five pounds 0/0 lawful mony on demand with interest
till paid &c as in the Writ — The pltf appears by Elisha Porter
Gent his Attr and the Deft being three times publickly called make
default of appearance in Court — It is therefore considered by the
Court that the said Ebenezer recover against ye said Samuel seven
pounds 3/9 of lawful money damages and Cost of Court taxed at
two pounds 0/0 and thereof he may have his Execon Execon is 10th Septr 1768

Porter Esq Eleazer Porter of Hadley in ye County of Hampshire Esquire pltf vs
vs Matthew Clark late of Greenfield in ye said County yeoman Deft
Clark In a plea of the Case for that said Matthew at Hadley on the
seventeenth day of August last past by his note of that date
34 for Value rec promised ye said Eleazer to pay him or his order
seven pounds 3/1 lawful mony on demand with interest &c as in ye Writ
The pltf appears by Elisha Porter Gent his Attr & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Eleazer recover against
the said Matthew seven pounds 14/2½ of lawful money damages
and Cost of Court taxed at one pound 19/10 & thereof he
Execon is 18th July 1769

Porter Sarah Porter of Hadley in the County of Hampshire Gentlewoman
vs pltf vs Samuel Sherman of Ware in ye said County yeoman Deft
Sherman 35 in a plea of the Case for that said Samuel at said Ware on the thirteenth

Thirteenth day of April Anno 1767 by his note of that date (287)
for Value rec'd promised said Sarah to pay her seven pounds
lawful money within one year from the date of said Note Porter
with interest after ye Time of payment till paid &c as in ye Writ vs
The pltt appears by Elisha Porter Gent her Attr and ye Deft being Sherman
three times publickly called makes default of appearance
It is therefore considered by ye Court that ye said Sarah recover
against ye said Samuel Seven pounds 3/3 of lawful money
damages & cost of Court taxed at one pound 16/10 & thereof &c
execon is 12th Sept 1768

Joseph Lock of Shutesbury in ye County of Hampshire
yeoman pltt vs Jonas Lock of said Shutesbury yeoman Deft Lock
in a plea of the Case for that said Jonas at Springfield on vs
the first day of June last past being justly indebted to the Lock
said Joseph in ye Sum of ~~three~~ seven pounds 3/0 for sundry 36
Articles of Book Debt according to the Account annexed to ye Writ
he the said Jonas then and there in consideration thereof promised
said Joseph to pay him the same Sum on demand yet ye said
Jonas tho often requested hath never performed his said Promise
But neglects it To ye damage of ye said Joseph Nine pounds
The abovenamed parties come here And it ordered by ye Court
that the Case be continued until ye next Term and ye said parties
have a further day before the Lord the King in this Court here
until ye second Tuesday of November next Ensuing

Jonathan Warner of Hadley in ye County of Hampshire Trader Warner
pltt vs Matthew Clark of Greenfield in said County yeoman vs
Deft in a plea of the Case for that said Matthew at said Clark
Hadley on ye fourth day of November Anno 1766 by his 37
Note of that date for Value rec promised ye said Jonathan
to pay him two pounds 6/8 lawful money by ye first
day of August then next with interest &c as in the Writ
The pltt appears by Elisha Porter Gent his Attr & ye Deft being
three times publickly called makes default of appearance here
It is therefore considered by ye Court that ye said Jonathan
recover against ye said Matthew two pounds 11/7¼ of lawful
money damages & Cost of Court taxed at one pound 19/10 & thereof &c
execon is 12th September 1768

Jonathan Warner of Hadley in ye County of Hampshire Allen
Trader pltt vs Daniel Baker late of Montague in ye County vs
aforesaid yeoman Deft in a plea of the Case for that said Baker
Daniel at said Hadley on ye thirteenth day of May A 1767 38
by his note of that date for Value rec promised the said
Jonathan to pay him seven pounds 1/4 lawful money
on demand with ye Lawful interest thereof until paid &c
The pltt appears by Elisha Porter Gent his Attr and ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Jonathan recover
against ye said Daniel seven pounds 12/3 of lawful mony damages
and Cost of Court taxed at one pound 18/8 and thereof &c
execon is 12th Sept 1768

(2d)

Russell vs Shaw

41

Daniel Russell of Brimfield in ye County of Hampshire yeoman ptt vs Samuel Shaw ye first of said Brimfield yeoman Deft in aplea of the Case for that said Samuel at sd Brimfield on ye Eighteenth day of July Anno 1765 by his note of that date of that date for Value rec promised sd Daniel to pay him or order four pounds lawful money at or before ye first day of May then next with Interest &c as in the Writ The ptt appears by Timothy Danielson Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Daniel recover against ye said Samuel four pounds 3/4 of lawful money damages and Cost of Court taxed at one pound 10/2 and there of &c

Execn is 29th Septr 1766

Webber vs Weld

42

William Webber of Brimfield in ye County of Hampshire yeoman ptt vs Joshua Weld of Sturbridge in ye County of Worcester yeoman Deft in aplea of the Case for that said Joshua at said Brimfield on the ninth day of April Anno 1766 by his note of that date for Value rec promised said William to pay him five pounds &c as in ye Writ The said William now being three times publickly called to come into and prosecute his said Action is Nonsuit and the Deft likewise defaulted and the Action accordingly dismissed

Moffat vs Smith

43

Daniel Moffat of Brimfield in ye County of Hampshire yeoman ptt vs Gad Smith of said Brimfield yeoman Deft in aplea of the Case for that said Gad at said Brimfield on the fourth day of September Anno 1765 by his note of that date for Value rec promised said Daniel to pay him two pounds 3/4 within six months from ye Date with Interest &c as in ye Writ The ptt appears by Timothy Danielson Gent his Attr & ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that the said Daniel recover against the said Gad of lawful money damages and Cost of Court taxed at one pound 11/2 & thereof &c

Mosley vs Hill

44

Daniel Mosley of Westfield in ye County of Hampshire yeoman ptt vs Asa Hill living on a tract of Land lying between Hartwood & Pittsfield in ye County of Berkshire yeoman Deft in aplea of the Case for that said Asa at said Westfield on ye twenty seventh day of February 1763 by his note of that date for Value rec promised sd Daniel to pay him five pounds 14/11 within three months from ye date of said Note with interest till paid &c as in ye Writ — The ptt appears by John Thelps Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court. It is therefore considered by the Court that ye said Daniel recover against the said Asa six pounds 19/11½ of lawful money damages and Cost of Court taxed at one pound 16/6 2 thereof &c

Execn is 19th Septr 1766

Emerson vs Hall

45

Elihu Emerson of Westfield in ye County of Hampshire yeoman ptt vs Ebenezer Hall of New Marlborough in ye County of Berkshire yeoman Deft in aplea of the Case for that said Ebenr at said Westfield on ye twenty fifth day of June Anno 1765 by his note of that date for Value rec promised ye said Elihu to pay him or order four pounds four shillings and four pence within six months

Month from ye Date of said Note either in neat Cattle good Bar Iron or in English Grain at ready money price and to deliver ye same to said Elisha at his dwelling house in Westfield with the lawful interest till paid &c as in the Writ — The pltt appears by John Phelps Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court

(2d)
Emerson vs Hall

Therefore it is considered by the Court that ye Pltt Elisha recover against ye Deft Ebenezer four pounds 7/6 of Lawful Mony damages and Cost of Court taxed at one pound 18/2 and thereof &c

Execn is 13th Sept 1786

John Mosely of Westfield in ye County of Hampshire Gentn pltt vs Samuel Hare of said Westfield yeoman Deft In a plea of the Case for that said Samuel at said Westfield on ye last day of June last past being indebted to ye said John in ye Sum of nine pounds £ lawful mony to ballance Acts for diverse Articles of Book Acct there before that time sold and delivered by the said John to the said Samuel at his special Instance and request and being so indebted he the said Samuel in consideration thereof then and there promised said John to pay him said Sum of nine pounds £ on demand yet the said Samuel tho often thereto requested hath not performed his said Promise But he unjustly neglects it To the damage of the said John nine pounds 19/0 —

Mosely vs Hare

46

The parties in person come here and refer the Case with all other demands at Law or in Equity to the final determination and award of Eldad Taylor Esq John Phelps Gentn and Samuel Noble yeoman all of Westfield aforesaid Arbitrators mutually chosen by the said Parties for any two of them to be made upon the premises and returned into this Court as soon as may be and ye Case with the proceedings therein is continued until the next Term of the Court

Deborah Loomis of Westfield in ye County of Hampshire Spinstress pltt vs Jesse Lacket of said Westfield yeoman Deft In a plea of the Case for that said Jesse at said Westfield on ye twenty second day of April Dom 1786 by his note of that date for Value rec promised said Deborah to pay her three pounds 17/0 lawful money within two years from ye Date of said Note with interest &c as in ye Writ — The pltt appears by John Phelps Gentn her Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Deborah recover against ye said Jesse ye Sum of four pounds 12/5½ of lawful mony damages and Cost of Court taxed at one pound 12/0 & thereof &c

Loomis vs Lacket

47

Execn is 19th Sept 1786

John Mosely of Westfield in ye County of Hampshire Gent pltt vs Moses Dewey of said Westfield Gentn Deft in a plea of the Case for that said Moses at said Westfield on ye Eleventh day of August Dom 1786 by his note of that date for Value rec promised said John to pay him or order Seven pounds £ upon demand with Interest &c And also for that said Moses at said Westfield on ye last day of June last being indebted to ye Pltff in ye Sum of 7/6 for divers Articles of Book Acct before ye time sold and by said John to said Moses &c in consideration thereof promised said John to pay him ye same on demand &c as in ye Writ — The pltt appears by John Phelps Gent his Attr and ye Deft being three times publickly called makes default of appearance here, It is therefore considered by ye Court that the said John recover against ye said Moses two pounds 3/6¼ of lawful mony damages & cost of Court taxed at one pound 11/0 and thereof &c

Mosely vs Dewey

48

Execn is 28th Sept 1786

(290)

Dickinson vs Owen

51

Obadiah Dickinson of Hatfield in ye County of Hampshire Gent Pltt vs Samuel Owen of Ware in said County yeoman Deft in a plea of the Case for that said Samuel at Springfield on ye twenty third day of August AD 1766 by his note of that date of that date for Value rec promised said Obadiah to pay him or his order two pounds 19/9 lawful money on demand wth Interest &c as in ye Writ
The pltt appears by Thomas Bridgman his Attr & ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Obadiah recover against said Samuel three pounds 6/11¾ of lawful mony Damages and Cost of Court taxed at one pound 17/10 & thereof he may have his Exc
Excon is 4th Octo 1766

Idem vs Walker

52

Obadiah Dickinson of Hatfield in ye County of Hampshire Gent pltt vs Isaac Walker of Chesterfield in ye said County yeoman Deft in a plea of the Case for that said Isaac at ye Hatfield on ye twenty third day of June AD 1767 by his note of that date for Value rec promised said Obadiah to pay him or his order two pounds 8/6 lawful mony on demand with Interest &c as in ye Writ
The pltt appears by Thomas Bridgman Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by the Court that ye said Obadiah do recover against the said Isaac two pounds 11/11 of lawful mony damages & Cost of Court taxed at one pound 18/8 & thereof he may have Excon
Excon is ye 8th September 1768

Idem vs Lock

53

Obadiah Dickinson of Hatfield in ye County of Hampshire Gent pltt vs Joseph Lock of Shutesbury in ye said County yeoman Deft in a plea of the Case for that said Joseph at Springfield on ye first day of August AD 1767 by his note of that date for Value rec promised said Obadiah to pay him two pounds 17/0 on demand with Interest &c as in ye Writ
The pltt appears by Thomas Bridgman Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by the Court that the said Obadiah recover against ye said Joseph three pounds 0/11½ of lawful mony damages and Cost of Court taxed at one pound 18/8 and thereof &c
Excon is 12th September 1768

Rice vs Kinsman

54

Jonas Rice of Conway in ye County of Hampshire yeoman Pltt vs Daniel Kinsman of Buckland district in ye County of Worcester joiner Deft in a plea of the Case for that said Daniel at Springfield on the Eleventh day of September AD 1767 by his note for Value rec promised ye said Jonas to pay him forty six pounds 13/4 by ye ~~first~~ tenth day of may next ensuing ye Date of ye Note &c as in ye Writ
The pltt appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Jonas recover against ye said Daniel fourteen pounds 13/4 of lawful money damages & Cost of Court taxed at two pounds 2/7 & thereof &c
Excon is ye 9th December 1768

Dickinson vs Catlin

55

Thomas Dickinson of Deerfield in ye County of Hampshire yeoman pltt vs Joseph Catlin of Conway in said County yeoman Deft in a plea of ye Case for that said Joseph at ye Deerfield on ye twelfth day of September AD 1767 by his note of that date for Value rec promised said Thomas to pay him four pounds 6/8 lawful mony on demand with Interest &c as in ye Writ
The pltt appears by Joseph Hawley Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by the Court that the said Thomas recover against the said Joseph five pounds 7/2½ of lawful mony damages and Cost of Court taxed at two pounds 2/1 and thereof he may have his Execution

Joseph Billings of Hatfield in the County of Hampshire Gent
pltt vs Samuel Wells of Conway in said County yeoman Deft
in a plea of the Case for that said Samuel at Hatfield aforesaid
on the fourteenth day of March Anno Domini 1762 by
his note for Value rec promised said Joseph to pay him two
pounds 1/8 on demand with lawful Interest &c as in the Writ
The pltt appears by Joseph Hawley Esq his Attr and ye Deft being
three times publickly called makes default of appearance her
Its therefore considered by the Court that the said Joseph
recover against the said Samuel four pounds 15/7½ lawful
mony damages & cost of Court taxed at one pound 18/8 & there of &c
Execn is 5th Dec 1762

2 Ept
Billing
vs
Wells
56

Joseph Billings of Hatfield in ye County of Hampshire Gent
pltt vs Ebenezer Belding of Ashfield in said County yeoman Deft
in a plea ~~of the Case for~~ that the said Ebenezer render to ye said
Joseph Sixty pounds which to him he owes and from him
unjustly detains and whereon the said ~~Ebenezer~~ Joseph says that sd
Ebenezer at Hatfield on ye Sixteenth day of July A Dom 1762 by
his certain writing in Court to be produced bound himself in
the sum of Sixty pounds to be paid said Joseph on demand &c
The pltt appears by Joseph Hawley Esq his Attr and ye Deft being three
times publickly called makes default of appearance in Court
Its therefore considered by ye Court that ye sd Joseph recover against ye
said Ebenezer the sum of twenty nine 12/9¼ of lawful money Debt
and Cost of Court taxed at one pound 18/10 and there of &c
Execn is 5th December 1762

Idem
vs
Belding
57

Henry Leddel of Boston in the County of Suffolk Merchant
pltt vs Samuel Hastings late of Bernardston in ye County of
Hampshire yeoman Deft In a plea of Trespass on ye Case whereon
ye said Henry complains for that whereas ye said Samuel on ye seventh
day of April last at Springfield made his certain promissory
note for Value rec & promised to pay to Elijah Williams or order
Eleven pounds 13/10½ on demand with interest and whereas
ye said Elijah afterwards on ye same day by Indorsment ordered
ordered ye Contents of said note then wholly unpaid to be paid
to the said Henry whereof the said Samuel on ye same day had
notice and so became liable to pay the contents of said note
~~then~~ to said Henry according to the Tenor of said note and
in consideration thereof promised ~~said~~ Henry to pay ye said
Contents according to ye Tenor thereof &c as in the Writ
The pltt appears by Joseph Hawley Esq his Attr & ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by the Court that ye said Henry
recover against ye said Samuel Eleven pounds 19/3¾ of lawful
mony damages & Cost of Court taxed at three pound 1/8 & there of &c
Execn is 8th Decem 1762

Leddel
vs
Hastings
58

Henry Leddel of Boston in the County of Suffolk Merchant
pltt vs Joel Chapin of Bernardston in ye County of Hampshire
yeoman Defts in a plea of Trespass on ye Case whereon the said
Henry Complains for that whereas the said Joel on ye Eleventh
day of April last at Springfield made his certain promissory
note of that date for Value rec promised to pay to Elijah Williams
or order Eleven pounds 1/3 lawful mony on demand with Interest
and whereas afterwards to wit on ye same day by Indorsment ordered
the contents of said Note then wholly due to be paid to the said
Henry

Idem
vs
Chapin
59

292
Leddel
vs
Chapin

Henry or his order where of the said Joel on ye same day had notice and so became liable to pay ye whole contents to ye said Henry and being soliable ye said Joel in consideration thereof promised the said Henry to pay him ye Contents of said Note according to the tenor thereof &c as in the Writ — The pltt appears by Joseph Hawley Esq his Attv and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court yt ye said Henry recover against ye said Joel nine pounds 8/5 3/4 of lawful mony damages and Cost of Court taxed at three pounds 2/2 &c

Wells
vs
Callin et al
Co

Abigail Wells of Northampton in the County of Hampshire Gentlewoman pltt vs Jonathan Callin yeoman and Daniel Nash Blacksmith both of Greenfield in ye aforesaid County Defts in a plea that the said Jonathan and Daniel render to her the said Abigail Eighty pounds lawfull money which to her they owe and unjustly detain for that whereas the said Jona & Daniel on ye Eleventh day of March 1763 at Deerfield by their certain writing bound themselves to the said Abigail in ye aforesaid Eighty pounds to be paid to ye said Abigail on demand &c as in the Writ
The pltt appears by Joseph Hawley Esq her Attv and ye Defts being three times publickly called make default of appearance in Court It is therefore considered by the Court that ye said Abigail recover against the said Jonathan and Daniel thirty nine pounds 17/ of lawfull mony Debt and Cost of Court taxed at one pound 18/ and thereof execution is 5th Dec 1768

Fowler
vs
Moor
Ex

Bildad Fowler of Westfield in ye County of Hampshire Trader Appt vs Reynold Marvin Moor of Granville in said County yeoman Appelle from the judgment of Eldad Taylor Esq one of his majestys justices of ye Peace for said County, rendered on ye trial of ye action before him on the 29th of August current at which Trial ye said Bildad ~~the~~ was pltt and the said Reynold Marvin Deft in a plea of the Case for that the said Marvin at said Westfield on ye 13th day of August current justly owed the said Bildad one pound 12/9 lawful mony for sundry Goods Wares and Merchandizes which were there by said Bildad to ye said Marvin at his ye said Marvins Instance and special request before that time sold and delivered and Interest according to the Custom of Merchants then and there in Consideration thereof he the said Marvin undertook and to the said Bildad did faithfully promise to pay him ye same on demand Yet the said Marvin tho often thereto requested & demanded hath not paid the same to the said Bildad or any part thereof but wholly denys to do it To the damage of the said Bildad forty shillings at which Trial ye said Bildad appeard by Gerard Bratt his Attv and ye said Marvin by John Phelps Gent his Attv came & defended ye force and says that he owed the said Bildad nothing in manner & form as the said Bildad hath alledged against him & thereof prays judgment of said justice and ye said Bildad likewise Thereupon ye premises being seen & clearly understood by ye said justice judgment was rendered that the said Marvin recover against ye said Bildad his Costs taxed at 2/1 3/4d The said Bildad appealed from ye judgment of said justice to this Court and recognized with sureties as the Law directs &c And now at this Term to which ye Case was appealed ye parties by their Attys viz, ye Appt by Jona Bliss Gent & ye Appe by John Phelps Gent come here & refer ye Case to ye final determination of John Mosley Gent Abel Cadwell Gent & John Morgan Gent Arbitrators mutually chosen by the parties or any two of them to be made upon ye premises & returned into Court as soon as may be and ye Case is continued until ye next Term

Bildad Fowler of Westfield in the County of Hampshire yeoman Appt vs Daniel Rose of Granville in said County yeoman Appe from the judgment of Eldad Taylor of Westfield Esqre one of his Majesty's justices of the peace for the said County rendered by said Justice at the Trial of the Action before him on ye 29th of August current at which Trial ye said ~~Deant~~ ~~pltt~~ Bildad was pltt and ye said Daniel Deft in a plea of the Case for that ye said Daniel at Westfield on ye 13th Day of August current justly owed the said Bildad ye sum £29 lawful money for sundry Goods, Wares and Merchandizes which were there by the said Bildad to ye said Daniel at his the said Daniels Instance and special request before that Time sold & delivered (and Interest according to ye Custom of Merchants) & there & there in consideration thereof the said Daniel undertook and to ye said Bildad did faithfully promise the same to him on demand yet ye said Daniel tho often requested and demanded hath not paid the same to the said Bildad nor any part thereof But wholly denys to do it to ye Damage of the said Bildad Forty Shillings At which Trial the said Bildad appeared by Gerard Hall his Atty and ye above named Daniel came into Court by Elisha Parks Gent and John Phelps Gent his Attorneys and Defended &c and said that he owed the said Bildad nothing in manner & form as the said Bildad hath alledged and thereof prays judgment & Justice and the said Bildad likewise — Thereupon ye Allegations and proofs of said Parties having been maturely considered by said justice judgment was rendered by said Justice that ye Daniel should recover against ye said Bildad ye sum of his Costs taxed at 13/4 from which judgment the said Bildad appealed to this Court & gave Bond for his prosecuting &c And now at this Term the s^d parties viz: the appt by Jonathan Bliss Gent his Atty and the Appe by John Phelps Gent his Attorney come here and refer the Case to the final determination and award of John Mosely Gent Abel Cadwel Gent both of Westfield and John Morgan Gent of Springfield (Arbitrators mutually chosen by ye Parties) or any two of them to be made upon ye Premises and returned into this Court as soon as may be and the Case with ye proceedings therein is continued until ye next Term of the Court &c

2/93 Fowler vs Rose 02

Elijah Williams of Deerfield in ye County of Hampshire Esq pltt vs Timothy Childs of Greenfield in the County aforesaid Gent. Deft in a plea of the Case for that said Timothy on ye sixth day of May 1766 at Deerfield afores^d by his note for Value rec^d promised ye Elijah to pay thirteen pounds £13 on demand with Interest &c as in ye Writ The pltt appears by Elijah Williams Gent his Atty and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye said Court that the said Elijah recovers against the said Timothy fifteen pounds £15 of lawful money damages & Cost of Court taxed at two pounds £2 and thereof &c

Exec^n is 15 October 1766

Williams Esq vs Childs 03

Elijah Williams of Deerfield in ye County of Hampshire Esq pltt vs Thaddeus Harris of Charlemount in ye County afores^d yeoman Deft in a plea of Trespass on the Case for that said Thaddeus at Deerfield afores^d on ye 16th Day of December 1767 by his note for Value rec^d promised said Elijah to pay him four pounds ~~sec~~ £4 lawful money on demand with Interest &c as in ye Writ

The

Elam vs Harris 04

294
Williams
Esq vs
Harris

The said Elijah appears by Elijah Williams Gent his Attorney & ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Elijah recover against the said Thaddeus four pounds 12/10 of lawfull money damages & Cost of Court taxed at two pounds 6/9 & thereof he

Execon iss 17th Octo 1766

Idem
vs
Montague
Ds

Elijah Williams of Deerfield in ye County of Hampshire Esq pltff vs Samuel Montague of Sunderland in said County yeoman Deftdt in a plea of ye Case for that said Samuel at Deerfield aforesaid on ye 21st Day of August Dom 1764 by his note for Value rec promised sd Elijah to pay him or order five pounds 13/2 3/4 on demand with interest &c as in ye Writ
The pltff appears by Elijah Williams Gent his Atty and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Elijah recover against the said Samuel seven pounds 0/7 1/4 of lawful money damages and Cost of Court taxed at two pounds 3/1 and thereof he

Execon iss 17th Octo 1766

Willard
vs
Mayo
Ds

Sampson Willard of Winchester in the Province of New Hampshire Husbandman pltff vs John Mayo of Warwick in ye County of Hampshire yeoman Deft in a plea of the Case for that the said John at Warwick aforesaid on ye 4th Day of Feby 1766 by his note of that date for Value rec promised ~~said~~ one Oliver Doolittle to pay him or order two pounds 0/0 lawful mony within three months and after ye Date of sd Note viz on ye ninth day of said Feby no part of said note being paid sd Oliver by his Indorsment ordered the payment of the Contents of said note to be made to the Pltff of all which ye sd John instantly had notice did then and there promised ye Pltff to pay him the same according to ye Tenor of said note &c as in the Writ
The pltff appears by Daniel Jones Esq his Attorney & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that the said Sampson recover against the said John two pounds 1/4 of lawful mony Damages and Cost of Court taxed at two pounds 13/4 and thereof he may have Execon

Execon is 7th October 1766

Owen
vs
Work
Ds

Daniel Owen of Winchester in ye Province of New Hampshire yeoman Pltff vs James Work of Royalston in ye County of Worcester yeoman Deft in a plea of ye Case for that said James at Springfield on ye 17th Day of Nov 1766 by his note of that date for Value rec promised sd Daniel to pay him or order Six pounds 13/4 within one year with Interest &c
The pltff appears by Daniel Jones Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Daniel recover against ye said James Seven pounds 7/0 1/4 of lawful mony Damages and Cost of Court taxed two pounds 11/0 and thereof he

Execon is 7th Octo 1766

Billings
vs
Heaton
Ds

Fellows Billings of Sunderland in ye County of Hampshire Gent Pltff vs John Heaton of Shelburne in said County yeoman Deft in a plea of Trespass on ye Case for that whereas said Fellows on ye 10th Day of July Dom 1765 at Sunderland aforesd was possessed of five Hundred weight of Wheat Flower of the Value of three pounds lawful mony & two Corn Bags of the Value of five Shillings 1/4 lawful mony as of his own proper Goods and being so thereof possessed said Fellows ye same flower and Bags out of his possession casually lost which Goods afterwards on the same day at Sunderland aforesd by finding came into the hands and possession of the aforesd John Nevertheless the said John

John knowing the said Flower and Bags to be the Goods of him the said Fellows & to him the said Fellows of right to be longing & appertain contriving craftily to deceive him ye said Fellows in that ~~behalf~~ particular &c as in ye Writ The pltt appears by William Billings Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by ye Court that the said Fellows recover against ye said John three pounds 5/0 of lawful mony damages & Cost of Court taxed at two pounds 13/10 & thereof he may have his Execon

293 Billings vs Heaton

Execon is 19th Septr 1766

Fellows Billings of Sunderland in the County of Hampshire Gent pltt vs Joseph Mitchel of Ashfield and Eliphalet Allis of Montague Husbandmen both in ye County aforesaid Defts in a plea of the Case for that whereas ye said Joseph and Eliphalet on ye last day of November 1766 and before and afterwards were partners in ye way of Merchandizing jointly negotiating together as partners and being so therein partners as aforesaid they the said Joseph & Eliphalet at Sunderland aforesd became indebted to ye Fellows in ye sum of Ten pounds 2/4 lawful mony for an article of Dett according to ye Dett annexed to ye Writ and in consideration ye said Joseph & Eliphalet promised ye said Fellows to pay him ye same sum on demand &c The pltt appears by William Billings Gent his Attr & ye Defts being three times publickly called makes default of appearance in Crt Therefore it is considered by ye Court that the said Fellows recover against ye said Joseph & Eliphalet ten pounds 2/4 of lawful money damages and Cost of Court taxed at two pounds 5/10 and thereof &c

Idem vs Mitchel &c

69

Execon is Septr ye 19th 1766

Fellows Billings of Sunderland in ye County of Hampshire Gent pltt vs Samuel Rice of Charlemont in ye County aforesaid yeoman Deft in a plea of the Case for that said Samuel at Sunderland aforesaid on the twenty eighth day of May AD 1765 by his note of that date for value rec promised said Fellows to pay him or his order three pounds effy lawful money on demand &c as in the Writ
The pltt appears by William Billings Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Fellows recover against the said Samuel three pounds effy of lawful money damages and Cost of Court taxed at two pounds 5/0 & thereof &c

Idem vs Rice

70

Execon is 19th Septr 1766

Fellows Billings of Sunderland in the County of Hampshire Gent pltt vs Seth Rose late of Montague in said County yeoman Deft in a plea of the Case for that ye said Seth at Sunderland aforesaid on ye last day of June AD 1766 owed ye said Fellows two pounds 18/7 lawful money for divers Wares & Merchandizes by ye said Fellows to him ye said Seth at his special instance and request before that time sold & delivered according to Dett annexed to the Writ and in consideration thereof the said Seth promised said ~~Seth~~ Fellows to pay him the same on demand &c as in ye Writ ~ The pltt appears by William Billings Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Fellows recover against ye said Seth two pounds 18/7 of lawful money damages and Cost of Court taxed at two pounds 3/2 and thereof &c

Idem vs Rose

71

Execon is 14th Decemr 1766

296

Billings vs Hamilton

72

Fellows Billings of Sunderland in the County of Hampshire Gent pltf vs Silas Hamilton of Deerfield in ye County aforesd Feltmaker Deft in a plea of ye case for that said Silas at Sunderland aforesaid on ye 12th day of August Anno 1766 by his note for Value rec promised said Fellows to pay him three pounds 6/0 on demand with interest &c as in ye Writ — The pltf appears by William Billings Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court — it is therefore considered by ye Court that ye said Fellow do recover against the said Silas three pounds 13/0½ of lawful money damages and Cost of Court taxed at ~~two~~ pounds 1/10 & thereof &c

Exec on is 17th Octo 1766

Childs vs Scott

73

Timothy Childs of Deerfield ~~Greenfield~~ in ye County of Hampshire Gent pltff vs Aaron Scott of ~~said~~ Greenfield in the said County yeoman Deft in a plea of ye case for for that said Aaron at said Deerfield on ye 13th Day of June 1766 by his note of that date for Value rec promised ye s Timothy to pay him two pounds 14/5 lawful money on demand with Interest &c as in ye Writ — The pltf appears by Samuel Field Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Timothy recover against ye said Aaron two pounds 15/0 of lawful mony damages & Cost of Court taxed at one pound 17/7 & thereof he may have his Execon

Execon is ye 19th Septr 1766

Field vs Luckus

74

David Field of Deerfield in ye County of Hampshire Gent pltf vs Andrew Luckus of Colrain in said County yeoman Deft in a plea of ye Case for that ye said Andrew at said Deerfield on ye ninth day of May Anno 1766 by his note of that date for Value rec promised s d David to pay him or his order Seven pounds 13/5½ lawful mony on demand with Interest &c as in the Writ —

The pltf appears by Samuel Field Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the s d David recover against ye said Andrew Seven pounds 16/2½ of lawful money damages & Cost of Court taxed at one pound 17/11 & thereof &c

Execon is 20th February 1769

Idem vs Mitchel

75

David Field of Deerfield in ye County of Hampshire Gent pltf vs Joseph Mitchel of Lichfield in ye County aforesaid yeoman Deft in a plea of ye Case for that said Joseph on ye Tenth day of August 1767 at said Deerfield by his note of ye Date for Value rec promised s d David to pay him or his order twelve pounds 18/0¾ on demand with interest till paid &c as in ye Writ — The pltf appears by Samuel Field Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court ye s d David recover against ye s d Joseph thirteen pounds 14/5¾ of lawful mony damages & Cost of Court taxed at £1 17 11 & thereof &c — Execon is s d 20th Feby 1769

Smead vs Poole

76

Jonathan Smead Junr of Greenfield in ye County of Hampshire yeoman pltff vs Samuel Poole of Shelburne in s d County Gent Deft in a plea of ye Case for that said Samuel on ye 30th day of May 1765 at Springfield by his note of that date for Value rec promised s d Jona to pay him or his order Sixty six pounds 13/4 lawful mony on or before ye first day of March then next with Interest till paid &c as in ye Writ — The pltf appears by Samuel Field Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye s d Jona recover against ye s d Samuel Sixty four pounds 18/7½ of lawful money damages & Cost of Court taxed at one pound 18/4 and thereof &c

John Amsden of Deerfield in ye County of Hampshire yeoman pltt vs Moses Smith of Granby in said County yeoman Deft. In aplea of the Case for that said Moses at Springfield on ye 7th Day of November Anno 1765 by his note of that date for Value rec promised said John to pay him Eleven pounds 2/1 lawful mony on demand with Interest &c as in ye Writ — The Pltt appears by Samuel Field Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said John recover against the said Moses twelve pounds 19/7 1/2 of lawful mony damages & Cost of Court taxed at one pounds 12/1 and thereof &c

Exeon issued 10th Nov 1766

Amsden vs Smith 77

Bildad Fowler of Westfield in ye County of Hampshire Trader Pltt vs Amos Holcomb lately of said Westfield yeoman Deft in aplea of ye Case for that said Amos at Springfield on ye ninth day of August 1764 by his note of that date for Value rec promised sd Bildad to pay him five pounds 3/10 lawful mony on demand &c as in ye Writ and ye said Bildad now being three times publickly called to come into Court and prosecute his said Action against ye sd Amos is Nonsuit and ye sd Amos likewise defaulted and ye Action is dismissed

Fowler vs Holcomb 78

Joel Ely of Springfield in ye County of Hampshire yeoman Pltt vs Jerah Brooks of Enfield in said County yeoman in aplea of the Case for that said Jerah at said Springfield on ye last day of june last past being justly indebted to ye Pltt ye Sum of thirty six pounds 14/0 to balance Book Act according to ye Act annexed to ye Writ in Consideration there of said Jerah promised sd Pltt to pay him ye same on demand &c as in the Writ
The Pltt appears by Justin Ely Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Joel do recover against the said Jerah thirty six pounds 14/0 of lawful money damages & Cost of Court taxed at one pound 3/6 & thereof &c

Exeon is 28th Sept 1766

Ely vs Brooks 79

Asaph Leonard of Springfield in ye County of Hampshire yeoman Pltt vs Elijah Rogers of said Springfield yeoman Deft in aplea of the Case for that said Elijah at said Springfield on ye 11th Day of April 1764 by his note of that date for Value rec promised ye Pltt to pay him Eleven pounds 1/0 on demand with Interest till paid &c as in ye Writ — The pltt appears by Justin Ely Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Asaph recover against ye said Elijah twelve pounds 3/4 3/4 of lawful mony Damages & Cost of Court taxed at one pound 3/6 & thereof &c — Exeon is 29th Sept 1766

Leonard vs Rogers 80

Robert Breck of Northampton Gent and George Breck of Springfield Gent both in ye County of Hampshire Pltts vs Timothy Hopkins of Springfield aforesaid Gent Deft in aplea of the Case for that said Timothy at said Springfield on ye fourth day of May Anno 1766 by his note of that date for Value rec promised ye said Pltts to pay them or their order three pounds 7/6 3/4 on demand with interest &c
And also for that said Timothy at sd Springfield on ye first day of August current being justly indebted to ye Pltts the Sum

Breck &c vs Hopkins 81

29d Turn of 10/2½ to ballance Book Act according to ye Account
Breck &c annexed to ye Writ in consideration there of ye Timothy then
vs and there promised ye Pltts to pay them ye same on demand &c
Hopkins The pltts appear by Justin Ely Gent their Attys & ye Deft being
three times publickly called makes default of appearance
It is therefore considered by the Court that ye said Robert &
George recover against ye said Timothy four pounds 2/10¾ of lawful
money damages & Cost of Court taxed at one pound 7/6 & thereof &c
Execn is 29th Sept 1786

Ely Levi Ely of Springfield in ye County of Hampshire yeoman Pltff
vs Timothy Hopkins of said Springfield Gent Deft in a plea of the Case
Eundem for that said Tim at said Springfield on ye 12th Day of Feby 1787 by
D2 his note of that date for Value rec promised the said Ely to
pay him on demand twenty one pounds 12/0 with Interest &c
The pltff appears by Justin Ely Gent his Attorney and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that the said Levi recover against
the said Timothy Twenty three pounds 12/4 of lawful money
damages and Cost of Court taxed at one pound 2/6 & thereof &c
Execn is 29th September 1786

Upham Kathron Upham of Brookfield in ye County of Worcester Gentle
vs woman Pltff vs Benjamin Holwell of Deerfield in ye County of
Holwell Hampshire yeoman Deft in a plea of ye Case for that ye Benjamin
D3 at Springfield on ye 27th Day of March 1786 by his note of that
date for Value rec promised ye said Kathron to pay her or her
order 24/0 in eight months and if not paid within that Time with
Interest till paid, And also for that said Benja at Springfield aforesd
on the last day of June last past was justly indebted to ye Kathron
in ye other Sum of one pounds 4/9½ for sundry Articles of Account
according to ye Act annexed to ye Writ in Consideration thereof
said Benja to said Kathron promised to pay her ye same Sum on
Demand &c as in ye Writ — The Pltff appears by Joshua Upham
Gent her Attorney and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore con-
sidered by ye Court that ye said Kathron recover against ye
said Benjamin two pounds 12/11½ of lawful money damages
and Cost of Court taxed at one pound 19/6 and thereof &c
Execn is 29th Septr 1786

Murray Ld John Murray of Rutland in ye County of Worcester Esq Pltff
vs Timothy Smith of Murrayfield in ye County of Hampshire
Smith yeoman Deft in a plea of Ejectment whereon he demands
D4 against ye said Tim ye possession of a certain Tract of land lying
in Murrayfield aforesd containing five Hundred Acres bounded
as follows viz at ye South East Corner by a Hemlock Tree by ye
River called ye Middle Branch then running East Ten degrees
North by Lot Number Seventy six one Hundred & twenty
Eight rods to a Stake and Stones thence North fifteen Degrees East by
Ingersolls Grant so called two hundred & forty four rods to a Beach
Tree thence North 20 Degrees West 200 rods to a Beach Tree thence West 10
Degrees South 160 rods to a Witch Elm Tree by ye River thence turning
down ye River exclusive of all Islands to ye Corner first mentioned & said that in a time of peace within twenty
years last said John was seized of ye demanded premises taking the
Profits thereof to ye Value of 20/ a year &c as in ye Writ The pltff appears by Joshua
Upham Gent his Atty & Deft being three times publickly called makes default of
appearance here — It is considered by ye Court that ye said John recover against the said Timothy two Hundred &
fifty pounds 19/4½ of lawful money Debt & Cost of Court taxed at £2 0 5/6 & thereof &c
Ye £250.19.4.3 to be paid within two months otherwise &c Execn is 27th May 1789

John Murray of Rutland in the County of Worcester Esq and Treasurer of the proprietors of Murrayfield in ye County of Hampshire Ptt vs Timothy Timothy Smith of Murrayfield aforesd yeoman Deft in aplea of the Case for that said Timothy at Springfield on ye twenty seventh day of September Anno 1766 by his note of that date for Value Recd promised said John Treasurer as aforesd to pay him or his Successor in sd Office of Treasurer Forty two pounds 19/6 lawful mony at or before the 26th Day of Septr then next with Interest &c as in the Writ The ptt appears by Joshua Upham Gent his Attyr & ye Deft being three times publickly called makes default of appearance Therefore it is considered by ye Court that yd John do recover against the said Timothy Forty seven pounds 19/1 of lawful mony Damages & Cost of Court taxed at two pounds 2/6 2 thereof &c

Execn is 29th Sept 1766

2969

Murray Esq vs Smith

95

John Murray of Rutland in ye County of Worcester Esqr ptt vs William Miller of Murrayfield in ye County of Hampshire Sadler Deft in aplea of Debt for that said William at Springfield on ye 11th Day of November 1763 by his Bond of that date bound himself to sd John in the sum of Seventy five pounds lawful mony to be paid him on demand &c as in the Writ

The ptt appears by Joshua Upham Gent his Attyr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said John recover against the said William forty four pounds 13/6½ of lawful mony debt and Cost of Court taxed at two pounds 3/6 2 thereof &c

Execn is 29th Sept 1766

Miller vs Miller

96

Emerson Woolcutt of Brookfield in ye County of Worcester Gent ptt vs Eli Cooley of Springfield in ye County of Hampshire yeoman Deft in aplea of the Case for that said Eli at Springfield aforesd on ye 30th Day of january last past by his note of that date for Value Recd promised said Emerson to pay or his order 37 Bushels of Good Clean Merchantable Wheat to be delivered at ye Dwelling House of sd Eli in said Springfield within three Weeks from the date of sd Note & yet said Eli tho often thereto requested and said Emerson at said dwelling House of said Eli in said Springfield during ye whole Term of three Weeks from ye Date of said note was ready to receive ye said 37 Bushels of wheat hath never delivered ye same 37 Bushels of Wheat nor hath said Eli in any manner performed his promise aforesd But always hitherto hath & still doth neglect and refuse to do it To ye Damage of ye said Emerson fifteen pounds The parties by their Attorneys come here and refer ye Case together with all other demands at law or in Equity to ye final Determination and award of Abner Smith Gentleman Reuben Bliss yeoman and Moses Church yeoman all of Springfield aforesaid (Arbitrators mutually chosen by the parties) or any two of them to be made upon the premises and returned into this Court as soon as may be and the Case with the proceedings therein is continued until the next Term And the said parties have a further day before ye Board the King in this Court here until the second Tuesday of November next Ensuing

Woolcutt vs Cooley

97

300

Adams vs Taft et al. Dd

James Adams of New Braintree in ye County of Worcester yeoman pltf vs James Taft yeoman & Joshua Gray yeoman both of Shelburne in ye County of Hampshire Defts In a plea of the Case for that said James Taft & Joshua Gray at Springfield on the 13th Day of July 1766 by their note of that date for Value rec promised one Andrew Shaw to pay him or his order thirty three pounds 10s on ye first day of June 1768 with interest till paid & Afterwards viz on the same 13th Day of July aforesaid at Springfield aforesaid said Andrew by his Indorsment in writing made on the Back of said Note with his proper hand subscribed ordered ye Contents of said note then wholly unpaid to be paid to said James Adams of all which said James Taft and Joshua Gray there instantly had notice and thereby became liable to pay ye Contents of sd note to said James Adams according to ye Form & Effect of sd Note & in Consideration there of sd James Taft and Joshua Gray then and there assumed on themselves and to sd James Adams faithfully promised to pay him the same Contents of sd Note according to ye Tenor there of Yet said James Taft and Joshua Gray the oftentimes have never paid ye same or any part there of But neglect it to ye damage of the said James Adams, the sum of forty pounds, &c The pltf appears by Joshua Upham Gent his Attr & ye Defts being three times publickly called to come into Court make default of appearance her, It is therefore considered by ye Court that ye Pltf recover against the Defts twenty two pounds 1s 3d ½ of lawful money damages & Cost of Court taxed at two pounds 6s 8d and there of &c

The said James Taft and Joshua Gray afterwards at this Term come into Court by Jonathan Ashley Junr Gent their Attry & appeal from the judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing Who recognizes with Sureties as ye Law directs for their prosecuting the appeal with Effect as by said recognizance on file appears

Cutler vs Shaw Dd

David Cutler of Brimfield in the County of Hampshire yeoman Pltf vs William Shaw of Palmer in said County yeoman Deft in a plea of the Case for that said William at Springfield on ye 17th Day of May last past by his note of that date for Value rec promised said David to pay him fourteen pounds 2s 9d on demand with Interest &c as in ye Writ The pltf appears by Joshua Upham Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said David recover against ye said William fourteen pounds 7s 11½ of lawful money damages and Cost of Court taxed at one pound 11s 4 & thereof &c — Execn iss 25th Octo 1768

Willard vs Bardwell Qc

Benjamin Willard of Rutland in ye County of Worcester yeoman Pltf vs Ebenezer Bardwell of Hatfield in ye County of Hampshire yeoman Deft in a plea of the Case for that said Ebenr at Springfield on ye 20th Day of Feby 1767 by his note of that date for Value rec promised ye sd Benjn to pay him or his order three pounds 13s on or before ye last day of May then next &c

The pltf appears by Joshua Upham Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye sd Benjamin recover against ye said Ebenezer three pounds 13s of lawful money damages and Cost of Court taxed at two pounds. 4s 4 and there of &c Execn iss 24th Sept 1768

John Murray Esq and Jane Fletcher Widow both of Rutland 301
in the County of Worcester Administrators on ye Estate of Alpheus
Fletcher late of said Rutland Physician Decd pltts vs William Fletchers
English of Pelham in ye County of Hampshire yeoman Deft Admrs vs
in a plea of the Case for that said William at Springfield on ye English
27th Day of April 1763 by his note of that date for Value rec 91
promised said Alpheus then living to pay him or his order
one pound 1/3 1/2 on demand with Interest &c as in ye Writ
The pltts appear by Joshua Upham Gent their Attys & ye Deft being
three times publickly called makes default of appearance here
It is therefore considered by the Court yt ye said Administrators
recover against ye said William English two pounds 1/3 1/2 of lawful
mony damages & Cost of Court taxed at £2 14 11 2d thereof &c
Execon is 20th Nov 1768

Azariah Cooley of Brimfield in ye County of Hampshire Cooley
yeoman and one of ye Deputy Sheriffs for the said County under vs
Oliver Partridge Esq Sheriff for the same County Plt vs Nathaniel Danielson
son of Brimfield aforesaid yeoman Deft in a plea of Trespass 92
for that whereas one William Bayard and Charles Ward Apthorp
before our justices of our Inferiour Court of common pleas holden
at Springfield in & for ye County of Hampshire on the last Tuesday
of August in ye Sixth year of our reign recovered judgment against
one Robert Nugent for the sum of one Hundred & twenty two
pounds 3/9 lawful money damages and four pounds 3/2
like mony Costs of Suit And the said William and Charles
Ward afterwards on ye first day of April in ye Seventh year
of our reign in order to have the sum of twenty three pounds
15/1 part of ye Damages and Costs aforesaid recovered as afores
then remaining due and unpaid paid & Satisfied to them
sued out of the Clerks Office of our Inferiour Court of common
pleas our Writ of Execon in due form of law against ye said
Robert for the said Sum of Twenty three pounds 15/1 & also for
the further Sum of 4/4 for that and two former Writs directed
to ye Sheriff of the said County of Hampshire his under Sheriff
or Deputy and returned into our said Inferiour Court on the
third Tuesday of May then next Ensuing & afterwards viz on
the 14th Day of the same April & before ye return of ye Execon
the said William & Charles Ward delivered ye same Execon to ye
Azariah Cooley then and ever since a Deputy Sheriff under said
Oliver Partridge Sheriff of ye said County of Hampshire in
due form of law to be Executed & returned & whereas ye Azariah
afterwards & before ye return of ye said Execon viz on ye fifteenth
day of May 1769 being then a Deputy Sherrif as afores
at said Brimfield took & arrested ye Body of the said Robert
Nugent by Virtue of the Execon aforesaid then in his Hands in
full force for ye sum afores & in no part satisfied and then &
there lawfully had ye Body of ye said Robert in his Custody on
the Execon aforesaid and thereupon designed & intended to com
mit the said Robert to his Majesty's Goal in Springfield as
by the same Writ he was commanded - And whereas the said
Nathaniel Danielson there afterwards on ye same day in consideration

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Cooley
vs
Danielson

Consideration that the said Azariah would deliver & put ye said Robert so taken & arrested as aforesd & then & there in his Custody as aforesaid into the hands and keeping of ydd Nathaniel until ye nineteenth day of the same May he the said Nathll assumed on himself & then and there faithfully promised the said Azariah that he ydd Nathaniel would safely keep & Guard the said Robert in his hands & keeping until ye said nineteenth day of May aforesd and prevent him from escaping from ydd said Azariah and that he would on ydd said nineteenth day of May and before the return of the same Writ bring & deliver the said Robert to ydd said Azariah at said Brimfield that he might then be committed to Goal on ye Execn aforesd & ydd Azariah reposing special Trust & Confidence in ydd said Nathaniel & in his promise aforesaid made as aforesd then & there delivered & put ydd Robert into the hands & keeping of the said Nathll to be by him safely kept and guarded until the said Nineteenth day of May aforesd and there on ydd said last mentioned day & before ye return of the same Writ to be brought and delivered to ydd Azariah as aforesd in order to his being committed to Goal as aforesd & the said Nathaniel then and there in consideration thereof promised the said Azariah that he ydd Nathll would safely keep & Guard the said Robert in his hands & keeping until ydd Nineteenth day of said May and prevent him from escaping from ydd Azariah and that he would then on the day ~~aforesaid~~ last aforesd and before the return of the same Writ bring and deliver ydd Robert to ye said Azariah in order to his being committed to Goal as aforesd Nevertheless the said Nathaniel in no wise regarding his ydd promise & assumption made in form aforesd but contriving fraudulently intending craftily and Subtilly to deceive ydd said Azariah in this particular and to subject him to great Cost & damage did not safely keep and Guard the sd Robert in his Hands and keeping until ye said nineteenth day of May aforesd nor prevent him from Escaping from ydd said Azariah nor did he on the said last mentioned day nor any Time after ydd said 15th Day of May & before the return of ye Execn aforesaid bring & deliver the sd Robert to the said Azariah But ydd said Nathaniel there on the same day voluntarily permitted & suffered ydd Robert to be out of his hands & keeping & to Escape from ydd Azariah and go at large out of the province & into places unknown to the sd Azariah so that ydd said Robert was not afterwards until nor upon ye Day of ye return of ye Execn aforesd to be found by ydd Azariah & he was obliged to return ye Execn wholly unsatisfied and the said Azariah was by reason of ye premises liable & obliged to pay to ye said William & Charles Ward the whole of the two last mentioned Sums of money & also further damages & Costs & was otherwise put to great Trouble & Expence To the damage of the said Azariah Cooley Forty pounds

The pltf appears by Jonathan Bliss Esq his Attr and ydd said Nathaniel by Joseph Hawley Esq his Attr comes & Defends &c & says that this writ is bad and ought to be abated because he says there is no sufficient Consideration therein alledged for the said Nathll

Cooley
vs
Daniels

Nathaniels making ye promise in ye said Writ declared of which ought to have been done there being no other Consideration alledged for ye promise & Assumption of the said Nathl but only that ye said Azariah put and delivered ye within named Robert into ye hands and keeping of ye sd Nathaniel whom he the said Azariah had tution and whom he had in his Custody by Virtue of the Writ of Escon in ye sd Writ mentioned and this in Breach & violation of ye Duty & Obligation of his Office within mentioned, Also for that it is not in ye said Writ ~~mentioned~~ alledged that ye said Azariahs putting and delivering of ye said Robert into the sd Nathls hands & keeping was at the Instance & request of ye said Nathl — which ought to have been alledged at least all which ye sd Nathaniel is ready to verify and therefor prays judgment and that the Writ may be abated — Thereupon a plea by ye said Nathaniel above pleaded being seen and fully understood by the Court of the Lord the King now here, it is considered by said Court that ye aforesaid Writ of the said Azariah is Good and does not Abate — And the said parties by their respective Attorneys above named move that this Case with proceedings may be continued until ye next Term & its granted them

Arms
vs
Smith
93

David Arms of Deerfield in ye County of Hampshire joiner ptt vs Moses Smith of Granby in ye County aforesd yeoman Deft in a plea of the Case for that said Moses atd Deerfield on ye 17th Day of April 1767 by his note of yt Date for Value rec'd promised one Jonathan Arms to pay him or his order twelve pounds 13/4 on demand With interest &c Afterwards viz on ye Eleventh day of March 1768 said Jonathan by his Indorsment ordered ye Contents of ye said note to be paid to ye said David ye said note being then altogether unsatisfied of all which ye said Moses instantly had notice and so became liable to pay the contents of ye said note to ye said David and being so liable to pay ye Contents of said note Yet Moses promised to pay the Contents of said note according to ye Tenor thereof &c The ptt appears by Jonathan Ashley Junr Gent his Attd & ye Deft being three times publickly called makes default of appearance here His therefore considered by ye Court yt ye sd David recover against ye said Moses thirteen pounds 13/4 of lawful money damages and Cost of Court taxed at one pound 13/10 & thereof &c

Execn is 6th Sept 1768

Goodrich
vs
Lundeni
94

Josiah Goodrich lately of Pittsfield in ye County of Berkshire yeoman now of Cowhaft in ye Province of New Hampshire Attor Moses Smith of Granby in ye County of Hampshire yeoman Deft in a plea of the Case for that said Moses at Ashfield in ye County of Hampshire on ye 21st Day of Sept 1768 by his note of that date for Value rec'd promised ye said Josiah to pay him or his order one pound 19/3 lawful money on or before ye first day of June 1769 with interest &c as in ye Writ — The ptt appears by Jonathan Ashley Junr Gent his Attd & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye sd Josiah recover against ye said Moses one pound 19/0 of lawful money damages & Cost of Court taxed at one pound 19/0 & thereof &c

Execn is 20th Octo 1768

304 John Sexton of Deerfield in ye County of Hampshire Cordwainer
Sexton Pltt vs Elijah Billing of Sunderland in said County yeoman Deft
vs in a plea of the Case for that said Elijah at sd Deerfield on ye
Billing 9th Day of May 1768 by his note of that date for Value rec
promised the said John to pay him nineteen pounds ye
lawful money on demand with interest &c as in ye Writ
Ad The pltt appears by Jonathan Ashley Jun Gent his Attorney Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said John recover
against the said Elijah Nineteen pounds 15/ of lawful money
damages & Cost of Court taxed at one pound 17/ 3 and thereof &c
Execn is September 19th 1768

Gilles Robert Gilles of Bernardston in ye County of Hampshire yeoman
vs Pltt vs Ebenezer Parish of Colrain in ye County aforesaid Physician
Parish Deft in a plea of the Case for that said Ebenezer at Colrain aforesd
Ad on ye last day of Oct 1766 by his note for Value rec promised
one William Henderson Junr to pay him or his order five pounds
lawful money within one year with lawful Interest till paid
and afterwards to wit on ye 31st Day of December last past at sd
Colrain the said William by his Indorsment ordered ye Contents of said note then
wholly due & unpaid to be paid to ye sd Robert of all which ye said
Ebenezer instantly had notice and so became liable to pay ye
Contents of said note according to ye Tenor thereof & sd Ebenezer in Consideration of this being so liable
promised ye said Robert to pay him ye Contents of said note
according to ye Tenor thereof &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Attorney Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by the Court that ye said Robert recover
against ye sd Ebenezer five pounds 13/0 of lawful money damages
and Cost of Court taxed at two pounds 2/9 & thereof he may have his Execn
Execn is 3d Feby 1769

French Thomas French of Conway in ye County of Hampshire yeoman
vs pltt vs Nathaniel Field of said Conway yeoman Deft in a plea of
Field the Case for that said Nathaniel at sd Conway on ye 10th Day of
Ad July 1769 by his note of that date for Value rec promised ye sd
said Thomas to pay him Six pounds 18/ lawful money on demand
with Interest till paid &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Attorney Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Thomas do recover
against ye sd Nathaniel Six pounds 13/2½ of lawful money
damages & Cost of Court taxed at one pound 18/3 and thereof &c
Execn Issued 7th February 1769

Pitts Esq James Pitts of Boston in ye County of Suffolk Esq Pltt vs Robert
vs Riddell of Colrain in ye County of Hampshire yeoman Deft in
Riddell a plea of the Case for that said Robert at Deerfield on ye 29th Day of
Ad April 1768 by his note of that date for Value rec promised one
Elijah Williams to pay him or his order four pounds 13/9 lawful
money on demand with Interest until paid afterwards viz on ye
same 29th day of April 1768 at sd Deerfield sd Elijah by his
Indorsment ordered the Contents of said note then wholly due &
unpaid to be paid to ye said James of all which ye sd Robert instantly
had notice and so became liable to pay ye Contents of sd Note to ye sd

James and being so liable in Consideration thereof promised 903
the said James to pay him ye Contents according to ye Tenor
thereof &c as in ye Writ The pltt appears by Jonathan Ashley Junr Pitts Esq
Gentn his Attr & ye Deft being three times publickly called vs
makes default of appearance in Court — It is therefore Riddell
considered by ye Court that the said James recover against
the said Robert four pounds 13/4 of lawful mony damages
and Cost of Court taxed at two pounds 18/6 and thereof &c
Execon is 20th Octo 1768

James Pitts of Boston in ye County of Suffolk Esq pltt vs Idem
Moses Scott of Bernardston in ye County of Hampshire yeoman vs
Deft in a plea of the Case for that said Moses at Deerfield on ye Scott
24th Day of April 1768 by his note of that date for Value rec 99
promised one Elijah Williams to pay him or his order Six pounds 4/6
lawful mony on demand with Interest &c Afterwards to wit on ye
said 24th day of April 1768 ye d Elijah by his indorsement ordered
the contents of said note being then due & altogether unsatisfied
to be paid to ye said James of all which ye d Moses instantly had
Notice, and so became liable to pay ye James & ye James being so liable in Consideration thereof the said Moses promised the said James to pay him the
Contents of said note according to ye Tenor thereof &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Attr & ye Deft being
three times publickly called makes default of appearance here
It is therefore considered by the Court that ye d James recover
against the said Moses six pounds 7/2 of lawful mony damages
and Cost of Court taxed at two pounds 18/6 and thereof &c
Execon is 20th Octo 1768

James Pitts of Boston in ye County of Suffolk Esq pltt vs John — Idem
Severance of Bernardston in ye County of Hampshire yeoman Deft in vs
a plea of the Case for that said John at Deerfield ~~by this~~ on ye 24th Severance
day of April last past by his note of that date for Value rec 100
promised one Elijah Williams to pay him or his order thirty eight
pounds 12/6 lawful mony on demand with Interest &c afterwards
to wit on ye 26th Day of April afores d at said Deerfield said Elijah
by his Indorsement ordered ye Contents of said note then wholly
due & unpaid to be paid to ye said James of all which the d John
Instantly had notice and so became liable to pay ye Contents of ye d
note to said James and in Consideration of his being so liable pro
mised the said James to pay him ye Contents of s d Note according
to the Tenor thereof &c as in the Writ — The pltt appears by Jonathan
Ashley Junr Gent his Attr & ye Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court ye
ye d James recover against ye d John thirty nine pounds 9/3 of lawful
mony damages & Cost of Court taxed at two pounds 18/6 Execon is 20th Octo 1768

William Mitchel of Greenfield in ye County of Hampshire yeoman Pltt vs Caleb Mitchel
Sharp of Conway in s d County Labourer Deft in a plea of the Case for that s d vs
Caleb at Deerfield in ye County afores d on ye first day of April last past by his Sharp
note of that date for Value rec promised ye d Willm to pay him or his order 101
five pounds 18/8 on demand with Interest &c as in ye Writ
The pltt appears by Jonathan Ashley Junr Gent his Attr & ye Deft being three
times publickly called makes default of appearance in Court — It is
therefore considered by ye Court ye the s d William recover against ye said
Caleb Six pounds 0/4 1/2 of lawful mony damages & Cost of Court taxed at
one pound 18/10 and thereof &c Execon is 20th Octo 1768

300 John Amsden of Deerfield in ye County of Hampshire yeoman Plt vs
Amsden Daniel Davison of Conway in ye County aforesd yeoman Deft In a
plea of the Case for that said Daniel at said Deerfield on ye fifth
vs day of January 1766 by his note of that date for Value rec
Davison promised the said John to pay him two pounds 0£7s on demand
102 with lawful interest &c Also for that said Daniel at sd Deerfield
on ye last day of June last past past owed ye sd John 2£ for
Articles of Boots Quit according to ye Acct annexed to ye Writ
in Consideration thereof sd Daniel promised the said John to
pay him ye said Sum of 2£ on demand &c as in the Writ
The pltf appears by Jonathan Ashley Junr Gent his Attys & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said John recover
against ye sd Daniel two pounds 4£ of lawful mony Damage
and Cost of Court taxed at one pound 18s 1d and thereof &c
Execn Issued 18th November 1766

Wells Elisha Wells of Greenfield in ye County of Hampshire yeoman
vs Plt vs William Chadwick of said Greenfield yeoman Deft in a
Chadwick plea of the Case for that said William at Deerfield on ye 27th Day
103 of September 1766 by his note of that date for Value rec promised
the said Elisha to pay him one Hundred pounds 13£ lawful mony
on or before the first day of May next after the date of said Note with
lawful interest from ye sd first day of May till paid &c as in ye Writ
The pltf appears by Jonathan Ashley Junr Gent his Attys & ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye sd Elisha do recover
against ye sd William forty three pounds 1/9 of lawful money
damages and Cost of Court taxed at two pounds 2£10s & thereof &c
Execn is d 4th Octo 1766

Pitts Esq Plt James Pitts of Boston in the County of Suffolk Esq vs Joseph
vs Mitchel of Ashfield in ye County of Hampshire yeoman Deft in a plea
Mitchel of the Case for that said Joseph at Deerfield in sd County of Hampshire
104 on the twentieth day of April last past by his note of that Date
for Value rec promised one Elijah Williams to pay him or his order
five pounds 16£ 8s 1/4 of lawful money on demand with Interest
Afterwards viz on ye last day of April last sd Elijah by his
Indorsement ordered the Contents of said note then wholly due to
be paid to ye said James of all which ye said Joseph had notice
& so became liable to pay ye Contents of said note to sd James and
being so liable ye said Joseph promised ye said James to pay him ye
Contents of said note according to ye Tenor thereof &c as in ye Writ
The pltf appears by Jonathan Ashley Junr Gent his Attys & ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said James do recover
against the said Joseph five pounds 16£ 13s 1/4 of lawful mony
damages and Cost of Court taxed at two pounds 18s 2d & thereof &c
Execn is d 28th October 1766

Amory Thomas Amory of Boston in ye County of Suffolk Trader ~~Plt~~ vs
vs ~~Shutesbury~~ Joseph Lock of Shutesbury in ye County of ~~Suffolk~~ Hamp-
Lock shire yeoman Deft in a plea of the Case for that said Joseph at
Springfield on ye 13th Day of January last past by his note of that
105 date for Value rec promised ye said Thomas to pay him or his
order nine pounds 9£ lawful mony on demand with Interest &c as in ye Writ
The

The ptt appears by Daniel Kilbrook Gent his Attorney & Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that the said Thomas recover against the said Joseph nine pounds 15/4½ of lawful money damages & Cost of Court taxed at three pounds 2/8 & therefor &c

307 Amory vs Lock

Excon is Septr ye 16th 1760

Ebenezer Burr of Fairfield in ye County of Fairfield and in the Colony of Connecticutt yeoman Ptt vs Samuel Hunt late of Hardwick in the County of Worcester now living at Pelham in ye County of Hampshire yeoman Deft in a plea of the Case For that whereas the Pt Ebenezer at ye said Springfield on the last day of May Anno 1766 at ye Special instance and request of the said Samuel had sold & delivered to him the said Samuel before that Time one Horse the same Samuel in Consideration thereof afterwards viz: on ye same last day of May Anno 1766 assumed on himself & to ye sd Ebenezer faithfully promised that so much money as he the said Ebenezer for the said Horse should reasonably deserve to have he ye sd Samuel would well and truly pay and Content to ye sd Ebenezer whenever he the said Samuel should be afterwards thereto required by ye sd Ebenezer says that he reasonably deserved to have of ye sd Samuel for the said Horse before mentioned Six pounds 10/ lawful money and thereof the said Ebenezer there afterwards gave ye notice to ye said Samuel And also for that ye said Samuel at said Springfield on ye same last day of May Anno 1766 being justly indebted to ye said Ebenr in another Sum of £8 lawful money for sundry Articles of Book Acct according to ye said Acct annexed to ye Writ in Consideration thereof the said Samll undertook & to ye sd Ebenezer faithfully promised to pay him ye same on demand, yet ye sd Samll tho often requested hath never paid either of ye sums afores or any part thereof But unjustly neglects & refuses to do it To ye Damage of the said Ebenezer Ten pounds — The ptt appears by Daniel Kilbrook Gent his Attr and ye said Samuel by Simeon Strong Gent his Attorney & defends &c and to ye first count in ye Ptts declaration pleads & says that he never promised ye Ptt as he in ye first Count has alledged & thereof puts himself on ye Country and to ye second Count in ye Ptts declaration ye said Samuel pleads & says that he owes ye Ptt nothing in manner & form as he in his declaration has alledged & thereof puts himself on ye Country — And ye said Ebenezer by his Attr afores reserving ~~to himself~~ Liberty to himself to waive this demurrer and join ye Issue Tendred on ye Tryal of ye appeal says that ye sd Samuel several pleas aforesaid and ye matters therein contained are insufficient in Law and that he ye said Ebenezer is not holden by the Law of ye Land to answer thereto wherefore for want of sufficient pleas he prays judgment & that his damages & Costs may be adjudged him — And ye said Samuel consenting to ye foregoing reservation says his plea is sufficient & prays Judgment for his Costs — Thereupon ye premises being seen and by the Court of the Lord ye King fully understood now here, for that it appears to ye sd Court that the plea aforesaid of ye said Samll & ye matters therein contained are sufficient in Law to preclude the said Ebenezer from having his Action maintained against ye sd Samuel &c

It is

307 Burr vs Hunt

308 It is ~~also~~ considered by the said Court that the said ~~Samuel~~ Ebenezer by his plea aforesaid
Burr have nothing &c and it is likewise considered by ye Court ye
vs the said Samuel do recover against the said Ebenezer 19/10
Hunt allowed him with his assent for his costs in defending the
suit of ye said Ebenezer &c
The said Ebenezer by his Attr aforesaid appeals from ye judgment
of this Court to ye Superiour Court of Judicature to be holden
at Springfield within and for ye County of Hampshire on ye
fourth Tuesday of September next ensuing Who recognizes
with Sureties as ye Law directs for his prosecuting ye appeal
with Effect as by said recognizance on file appears

Bulkley Jonathan Bulkley of Fairfield in ye County of Fairfield in the
vs Colony of Connecticutt Merchant Plt vs Samuel Hunt late of
Lundem Hardwick in ye County of Worcester now living at Pelham in ye
100 County of Hampshire yeoman Deft in a plea of the Case for
that said Samuel at Springfield on ye last day of November
Anno Dom 1766 being justly indebted to ye said Jonathan in ye sum
of three pounds 19/10 lawful money for sundry Articles of Book
Acct according to ye Acct annexed to ye Writ In Consideration
thereof said Samuel promised to pay him ye same on demand &c
The Plt appears by Daniel Hitchcock Gent his Attr & ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Jonathan recover
against ye said Samuel three pounds 19/10 of lawful money
damages and Cost of Court taxed at two pounds 18/10 & therefor &c
Execon iss 15th Septr 1766

Sherwood Samuel Sherwood the third of Fairfield in ye County of Fairfield in ye
vs Colony of Connecticutt yeoman Plt vs Samuel Hunt late of Hardwick
Lundem in ye County of Worcester now living at Pelham in ye County of Hampshire
109 yeoman Deft in a plea of the Case for that said Samuel at Spring
field on ye last day of May 1766 being justly indebted to ye sd Samuel
Sherwood in ye sum of Eight pounds 8/10 lawful money for sundry
Articles of Book Acct according to ye Acct annexed to ye Writ In Con
sideration thereof the said Samuel Hunt then and there undertook
& to ye said Samuel Sherwood faithfully promised to pay him ye
same on demand Yet ye said Samuel Hunt tho' often requested
hath never paid the same or any part thereof But unjustly
neglects it To ye Damage of ye said Samuel Sherwood Ten pounds
The Plt appears by Daniel Hitchcock Gent his Attr & ye sd Samuel Hunt ~~Deft being~~
~~three times~~ by Simeon Strong Gent his Attr comes & defends &c and
for plea says he owes the Plt nothing in manner & form as the
Plt in his declaration has alledged against him and thereof
puts himself on ye Country, and ye said Samuel Sherwood by
his Attr above named reserving to himself Liberty to waive this
demurrer and join ye Issue tendred on trial of ye Appeal says
that ye plea aforesaid & ye matters therein contained are
insufficient in Law and that he ye said Sherwood is not holden by
the Law of the Land to answer thereto wherefore for want of a sufficient
plea he prays judgment and that his damages & Costs may be adjudged
to him And the said Samuel Hunt consenting to ye above reservation says
his plea is sufficient and prays judgment for his Costs There.

Whereupon ye premises being seen by ye Court of the Lord the King now here fully understood it appears to said Court that ye plea aforesaid of ye said Samuel Hunt and the matters therein contained are good & sufficient in Law to preclude ye said Samuel Sherwood from having his Action maintained against him the said Samuel Hunt, And it is considered that ye said Samuel Sherwood have nothing &c And it is also considered by the Court that ye said Samuel Hunt recover against ye sd Samuel Sherwood Nineteen Shillings & Six pence of lawful mony allowed him with his Assent for his Costs indefending the Suit of the said Samuel Sherwood

309 Sherwood vs Hunt

The said Samuel Sherwood by his Attr aforesd appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next ensuing Who recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said Recognizance on file appears

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Whiting vs Graham

William Whiting of Great Barrington in ye County of Berkshire Phisician Plt vs Richard Crouch Graham of Pelham in ye County of Hampshire Clerk Deft in a plea of the Case for that sd Richard Crouch at Springfield on ye last day of December 1763 being justly indebted to ye said William in ye Sum of two pounds 2/ lawful mony for sundry Articles to ballance Book Acts according to ye Act annexed to ye Writ in Consideration thereof said Richard Crouch promised to pay him ye same on demand &c as in the Writ

Wo

The pltt appears by Daniel Hitchcock Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said William recover against ye said Richard Crouch two pounds 2/ of lawful mony damages and Cost of Court taxed at two pounds 6/ and thereof &c

Execn is 15th Sept 1766

Lull vs Read

James Lull of Chesterfield in ye County of Hampshire yeoman Plt vs David Read of Ware in ye County aforesaid Deft in a plea of ye Case for that said David at said Ware on ye 7th Day of April 1765 by his note of that date for Value Rec promised ye sd James to pay him or his order four pounds at or before ye first day of Octo then next with Interest &c as in ye Writ The pltt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said James recover against ye sd David four pounds 15/ 1½ of lawful money damages & Cost of Court taxed at two pounds 1/ and thereof &c — Execn is 1st Dec 1766

Wo

Alvord vs Sprague

Elisha Alvord of Northampton in ye County of Hampshire Trader Plt vs Jonathan Sprague of Ashfield in said County yeoman Deft in a plea of the Case for that said Jona at said Northampton on ye 7th day of September 1766 by his note of that date for Value Rec promised one Nathan Chapin to pay him or his order four pounds 15/ 1½ lawful mony on demand with Interest — And afterwards viz on ye same 7th day of Sept — the said Nathan indorsed the same note & thereby appointed the Contents of the same note then wholly due & unpaid to be paid to the said Elisha whereof ye said Jonathan Instantly had notice and so became liable to pay ye Contents of said note to said Elisha & being so liable the said Jonathan promised to pay him ye Contents of said note on demand &c

113

Alvord vs Sprague

The pltt appears by Daniel Hitchcock Gent his Att'y & ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Elisha recover against ye said Jonathan five pounds 6/0½ of lawful mony damages and Cost of Court taxed at two pounds 0/4 & therefor &c

Execn is 13th Septr 1768

Fairfield vs Newton

Wt

Stephen Fairfield of Belchertown in ye County of Hampshire yeoman Pltt vs Francis Newton of Granby in ye said County yeoman Deft in a plea of the Case for that said Francis at Springfield on ye 4th Day of November 1767 by his note of that date for Value rec'd promised ye said Stephen to pay him Seven pounds 0/4 at or before ye first day of Feby then next with Interest &c as in ye Writ The pltt appears by Daniel Hitchcock Gent his Att'y & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Stephen recover against the said Francis five Pounds 3/0 of lawful money damages and Cost of Court taxed at one pound 16/2 & thereof &c

Execn is 12th Octo 1768

Dwight Ex vs Sprague

Wt

Timothy Dwight junior of Northampton in ye County of Hampshire Ex pltt vs Jonathan Sprague of Ashfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Jon^a at said Northampton on the 22d day of Octo 1762 by his note of that date for Value rec'd promised one Moses Smith or his order Six pounds 2/2 lawful mony or demand with Interest &c & afterwards on the 22d day of November 1762 ye Whole contents of s^d Note being due and unpaid the said Moses Smith at Ashfield by his Indorsment ordered the Contents of said note to be paid to one Nathan Chapin or order for Value rec'd And the said Nathan Chapin at said Northampton afterwards vizt on ye same 22d day of November by his Indorsment ordered the Contents of ye same note then wholly due & unpaid to be paid to ye s^d Timothy Dwight or order of all which the said Jonathan Instantly had notice and so became liable to pay the Contents of ye same note to the said Timothy & being soliable he the said Jonathan at said Northampton in consideration thereof & undertook to ye s^d Timothy promised to pay him ye Contents of said note according to the Tenor thereof &c as in the Writ — The pltt appears by Daniel Hitchcock Gent his Att'y & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court yt ye s^d Timothy recover against ye s^d Jonathan Seven pounds 10/5½ of lawful mony damages & Cost of Court taxed at two pounds 0/4 & thereof &c

Breck &c vs Mitchell

Wt

Robert Breck of Northampton & George Breck of Springfield both in ye County of Hampshire Gentlemen Traders in Company pltts vs Joseph Mitchel of Ashfield in ye said County yeoman Deft in a plea of the Case for that said Joseph at said Northampton on ye tenth day of March last past by his note of that date for Value rec'd promised ye said Robert & George to pay them Ten pounds 11/10 on demand with Interest &c The Pltts appear by Daniel Hitchcock Gent their Att'y & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Robert & George do recover against ye said Joseph Ten pounds 17/11½ of lawful mony damages and Cost of Court taxed at two pounds 0/4 and thereof &c

Execn is 15th Septr 1768

Robert Breck of Northampton & George Breck of Springfield both in the County of Hampshire Gentlemen Traders in Compt pltts vs Timothy Childs of Greenfield in ye aforesd County Gent Deft in a plea of the Case for that whereas s^d Robert & George at said Northampton on ye last day of April 1767 at ye Special Instance and request of ye said Tim^o had before that Time sold & delivered to him ye said Timothy divers Goods Wares & merchandizes the same Timothy in Consideration thereof afterwards viz: on ye same day promised that so much as they ye said George & Robert should reasonably deserve for said said Goods & he the s^d Timothy would well & truly pay & content ye said Robert & George wherever afterwards he should be thereto required & ye said Robert & George say that they reasonably deserved to have of ye said Timothy two pounds 5/6 and thereof ye Pltts gave notice to said Timothy &c as in ye Writ The Pltts appear by Daniel Hitchcock Gent their Att^y & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Robert & George recover against ye said Timothy Two pounds 5/6 of lawful money damages and Cost of Court taxed at two pounds 0/4 and thereof &c

Execon is 13th Septr 1768

Breck & al vs Childs

Attachment

Seth Catlin of Deerfield in ye County of Hampshire Gent and a Deputy Sheriff under Oliver Partridge Esq Sheriff of ye same County Pltff vs Jonathan Severance yeoman Rufus Herenton yeoman Moses Herenton yeoman Asahel Atherton yeoman Aaron Denio yeoman and Aaron Scott yeoman all of Greenfield in ye County aforesd Defts in a plea of Trespass whereon ye said Seth complains that at said Deerfield on ye 25th Day of June current the said Jonathan Rufus Moses, Asahel, Aaron Denis & Aaron Scott the said Seths Close in Deerfield aforesaid bounded South on Deerfield River west & North on Green River East on Land of Jonathan Hoit with Force & Arms broke and Entred and ye said Seths Grass there lately growing to the Value of twenty pounds cut, mowed Down & carried away and many other Wrongs & Injuries to ye said Seth then & there did contrary to Law & against our peace & to ye damage of ye said Seth twenty five pounds The Pltff appears by Simeon Strong Gent his Att^y and the Defts by Joseph Hawley Esq their Att^y come into Court and by leave to imparl to the next Term & And it is considered by ye Court that ye said parties have a further day in this Court here until ye second Tuesday of November next ~~and ye Case is continued~~

Catlin vs Severance & al

Att

Abraham Gibbs of Greenwich in ye County of Hampshire yeoman Pltff vs Uriah Gibbs lately resident at said Greenwich now of Sudbury in the County of Middlesex yeoman Deft in a plea of ye Case for that said Uriah at s^d Greenwich on ye last day of May last past owed & ye Abraham ye Sum of three pounds lawful money for Boarding & horse keeping according to ye Act annexed to ye Writ & then & there in consideration thereof promised s^d Abraham to pay him said Sum on demand — Yet said Uriah tho often requested hath never paid ye same or any part thereof But refuses to do it To ye damage of ye said Abraham five pounds — The above named parties come here & refer ye Case with all other demands subsisting between them to ye final Determination and award of Jeremiah Bowers Gent Ebenezer Train yeoman & Nehemiah Hinds yeoman all of Greenwich aforesaid or any two of them Arbitrators mutually elected by ye s^d parties to be made upon ye premises & returned into this Court as soon as may be and ye said Parties have a further day before ye Lord ye King here until ye second Tuesday of November next Ensuing

Gibbs vs Gibbs

Wg

312

Gibbs
v/
Townsend

120

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Plff ~~in~~ John Townsend of said Greenwich Gent Deft in a plea of ye Case for that whereas said Abraham at Greenwich on ye first day of August 1764 at ye Special Instance & request of said John sold & delivered to ye said John one pair of Oxen of him ye said Abraham he the said John in Consideration thereof then & there to wit at said Greenwich on ye same first day of August undertook & promised said Abraham to pay & Content to him for ye Oxen aforesaid so much mony as they were reasonably worth at ye time of ye Sale & delivery thereof whenever he ye said John should be thereto required & said Abraham in fact says that ye said Oxen at ye time of ye Sale & delivery thereof were reasonably worth twelve pounds to wit at Greenwich aforesd of which ye said John afterwards to wit ye same day & year had notice from said Abraham at Greenwich aforesd Yet said John tho often requested hath never paid the same or any part thereof But refuses to do it To ye Damage of the said Abraham fifteen pounds The pltf appears by Simeon Strong Gent his Attr and the said John by John Worthington Esq and Elisha Porter Gent his Attorneys comes and defends &c and for plea says he never promised ye Plff in manner & form as ye Plff in his within declaration has alledged and thereof puts himself on ye Country & ye said Abraham likewise Thereupon ye Jurors of ye jury according to ye form & Effect of ye Statutes in this Case provided at the time returned & impanelled being demanded likewise come here Who to say ye truth concerning ye premises being Duly sworn by Mr John Morgan their foreman declare upon their Oath that they find for the Deft Cost of Court His therefore considered by ye Court that ye said John recover against ye said Abraham the sum of four pounds 4/s ye lawful money allowed him with his Ascent for his Costs in defending the Suit of the said Abraham — The said Abraham come into Court in his proper person & appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing & he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Pomeroys
Admrs
v/
Blanchard

Ebenezer Pomeroy Gent and Esther Pomeroy Widow both of Northampton in ye County of Hampshire Administrators on ye Estate of Elisha Pomeroy late of said Northampton Gent Ded intestate Plff vs —

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Nathaniel Blanchard of Shutesbury in ye County aforesd yeoman Deft in a plea that said Nathaniel render to said Ebenezer & Esther four pounds 11/s/ lawf which from them he unjustly detains & whereon ye said Ebenezer and Esther say that heretofore in ye Term of ye last Tuesday of August 1762 in our said Inferiour Court holden at Springfield they ye said Ebenezer & Esther by ye judgment of said Court recovered against ye said Nathaniel four pounds 11/s/ lawful mony as aforesaid for damages sustained as well by reason of a certain Trespass upon ye Case lately done by ye said Nathaniel as also for Expences & Costs expended by them in & about their Suit whereof the said Nathaniel is convict as by ye record thereof in our Inferiour Court

Court still remaining manifestly appears which said judgment is yet in full force not satisfied nor reversed And the ys Ebenezer & Esther towit afterwards on ye Eighteenth day of September 1762 sued out our Writ of Execon thereon yet ye same was returned wholly unsatisfied & the afterwards towit on ye tenth day of Decemr 1762 they sued out an Alias Execution on ye same judgment yet ye same was returned wholly unsatisfied whereby Action accrued to ye said Ebenezer & Esther to demand & have of ye said Nathaniel the said four pounds Eleven shillings & one farthing &c as in the Writ

.9B

Pomeroys Admrs vs Blanchard

The pltts appear by Simeon Strong Gent their Attorney & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ys Ebenezer & Esther the Administrators do recover against the said Nathaniel Blanchard as aforesaid six pounds 3s 7d ½ of lawful money Debt & Damages for detention of the same & Cost of Court taxed at one pound 18s 10d and thereof &c

Execon is 29th Sept 1768

Ebenezer Pomeroy Gent and Esther Pomeroy Widow both of Northampton in ye County of Hampshire Administrators on the Estate of Elisha Pomeroy lately of said Northampton Gent Decd pltts vs Joseph Lock of Shutesbury in ye County aforesd yeoman Deft in a plea that ye said Joseph render to said Ebenezer & Esther the sum of two pounds 9s 10d lawful money which from them he unjustly detains & whereon ye said Ebenr & Esther say that at a Court holden before Samuel Mather Esq one of our justices of ye Peace at our justices dwelling House in northampton aforesd on ye 16th Day of Augt Anno 1765 they the said Ebenezer and Esther in their said Capacity by ye judgment of said Justice recovered against ye said Joseph two pounds 9s 10d lawful money which were adjudged to ye said Ebenezer and ~~Joseph~~ Esther as well by reason of a certain trespass upon ye Case lately done by ye said Joseph as also for their Expences & Cost in and about their Suit in that particular, whereof he is convicted as by ye Record thereof in Court to be produced doth appear which judgment is yet in full force not reversed nor satisfied & the ye said Ebenezer & Esther after ye Recovery of ye judgment aforesd to wit on ye ninth day of September 1765 did sue out Execon yet ye same Execution was afterwards returned in no part satisfied whereby Action accrued to ye said Ebenezer & Esther to have of ye said Joseph the said two pounds 9s 10d &c as in ye Writ

Ejdem Admr vs Lock

.VL

The pltts appear by Simeon Strong Gent their Attorney & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ys Ebenezer & Esther recover against ye said Joseph two pounds 18s 10d of lawful money Debt & Damages & Cost of Court taxed at one pound 19s 8d & thereof &c Execon is 29th Sept 1768

John Hunter of Pelham in ye County of Hampshire yeoman Pltt vs Jonathan Nye Junr of Hardwick in ye County of Worcester yeoman Deft in a plea of the Case for that ys Jona at Pelham on ye third day of August 1765 by his note of that date for Value rec promised s John to pay him thirteen pounds 13s 4d lawful money on ye thirteenth day of ye same August with Interest till paid &c as in the Writ

Hunter vs Nye Junior

.VB

The Pltt appears by Simeon Strong Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said John recover against ye said Jonathan fourteen pounds 13s 4d ½ of lawful money damages & Cost of Court taxed at two pounds 9s 10d and thereof he may have his Execution

Execon is 29th Sept 1768

344

Gaylord vs Price

Samuel Gaylord of Hadley in the County of Hampshire yeoman Pltt vs Jonathan Tick lately of Oxford in ye County of Worcester yeoman Deft In a plea of the Case for that said Jonathan at said Hadley on ye fourth day of June 1767 by his note of that date for Value rec promised ye said Samuel to pay him or his order three pounds 5/3 lawful money on or before ye fourth day of June 1768 &c as in ye Writ

Dd The Pltt appears by Simeon Strong Gent his Attorney & ye Deft being three times publickly called to come into Court makes default of appearance. Therefore it is considered by ye Court that ye said Samuel recover against ye said Jonathan three pounds 5/3 of lawful money damages and Cost of Court taxed at one pound 19/0 & thereof &c

Execon is 29th Septr 1768

Marsh vs Ferry

Moses Marsh of Hadley in ye County of Hampshire Gentn Pltt vs Jonathan Ferry of Brimfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Jonathan at said Hadley on the 21st day of April 1767 by his note of that date for Value rec promised s^d Moses to pay him or his order five pounds 11/0 within twelve months from ye Date of s^d Note with Interest &c as in ye Writ

Dd The pltt appears by Simeon Strong Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Moses recover against the said Jonathan Six pounds 0/1 of lawful money damages & Cost of Court taxed at one pound 16/2 & thereof &c

Execon is

White vs Pool

David White of Hardwich in ye County of Worcester Clerk Pltt vs Samuel Pool of Shelburne in ye County of Hampshire Gent Deft In a plea of the Case for that said Samuel at Springfield on the 16th Day of September 1766 by his note of that date for Value rec promised said David to pay him or his order Six pounds lawful money on or before the first day of November then next with lawful interest &c as in the Writ

The pltt appears by Simeon Strong Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said David recover against ye said Samuel seven pounds 0/4½ of lawful money damages and Cost of Court taxed at two pounds 12/0 & thereof &c

Execon is 11th March 1769

Thompson vs Lock

James Thompson of Pelham in ye County of Hampshire yeoman Pltt vs Joseph Lock of Shutesbury in ye County aforesaid yeoman Deft in a plea of the Case for that said Joseph at s^d Shutesbury on the sixth day of August 1767 by his note of that date for Value rec promised the said James to pay him or his ord 3£/0 on demand with Interest &c Also for that said Joseph at s^d Shutesbury on ye same sixth day of August aforesd by his other note of ye same date for Value rec promised ye said James to pay him or his order 3£/0 like money on demand &c Also for for that said Joseph at said Shutesbury on ye same day aforesd by his other note of that date for Value rec promised ye said James to pay him or his order another Sum of 3£/0 like lawful money on demand with Interest Also for that said Joseph at said Shutesbury on ye same day aforesd by his other note of that date for Value rec promised ye s^d James to pay him or his order another Sum of 3£/0 like money on demand with Interest

Also

Also for that said Joseph at said Shutesbury on ye same day aforesd 315
by his other note of that date for Value rec promised ye said
James to pay him or his order 3£/4 lawful mony on demand with Thompson
Interest &c And also for that said Joseph at said Shutesbury on
the same day aforesaid by his other note of ye same date for vs
Value rec promised the said James to pay him or his order another Lock
Sum of one pound 1/0 like lawful mony on demand with Interest
&c Also for that said Joseph at said Shutesbury on ye same day aforesd
by his other note of that date promised said James to pay him
or his order another Sum of one pound 1/0 on demand with
Interest till paid &c as in the Writ
The ptt appears by Simeon Strong Gent his Attr & ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said James do recover
against the said Joseph fourteen pounds 3/3¾ of lawful mony
damages & Cost of Court taxed at two pounds 0/2 & thereof &c
Execn is 29th Sept 1760

(9)

William Boltwood of Amherst in ye County of Hampshire Gent Attor Boltwood
Oliver Taylor of South Hadley in ye County aforesd yeoman Deft vs
in a plea of ye Case for that said Oliver at said Amherst on ye 21st Day Taylor
of January 1760 by his note of that date for Value rec promised 12d
one Solomon Boltwood to pay him or his order three pounds 9/4
lawful money on demand with Interest &c And afterwards to wit
on ye Tenth day of August Current said Solomon by his Indorsment
ordered ye Contents of said note then wholly due & unpaid to be paid
to ye said ~~Oliver~~ William of all which ye said Oliver instantly had notice
and so became liable to pay ye Contents of said note to William
in Consideration thereof said Oliver promised said William to
pay him the said Sum on demand &c as in ye Writ
The ptt appears by Simeon Strong Gent his Attr & ye Deft being
three times publickly called makes default of appearance in Ct
It is therefore considered by ye Court that ye sd William recover
against ye said Oliver the Sum of three pounds 11/9¾ of lawful
mony damages & Cost of Court taxed at one pound 14/8 & thereof &c
Execn is 29th Sept 1760

Strong
vs
Hubbard
12d

Simeon Strong of Amherst in ye County of Hampshire Gent
Att or Joseph Hubbard of Hadley in ye County aforesd Gent Deft
in a plea of the Case for that said Joseph at said Amherst on ye
tenth day of August Dom 1760 by his note of that date for
Value rec promised said Simeon to pay him or his order fourteen
pounds 13/10¾ on demand with Interest &c as in ye Writ
The ptt appears ~~by~~ in his proper person and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Simeon recover against
ye said Joseph fifteen pounds 12/6 of lawful mony damages & Cost
of Court taxed one pound 17/6 & thereof &c or Execn is 29th Sept 1760

Idem
vs
Lyman
13d

Simeon Strong of Amherst in ye County of Hampshire Gent ptt vs John
Lyman of Hadley in ye County aforesd Gentn Deft in a plea of the Case
for that said John at sd Amherst on ye fourth day of August Current by
his note of that date for Value rec promised ye said Simeon to pay him
or his order Eighteen pounds 19/5 on demand with Interest &c as in ye Writ
The ptt appears in his proper person and ye Deft being three times
publickly called makes default of appearance in Court It is therefore
considered by ye Court that ye sd Simeon recover against ye sd John nineteen pounds
1/3 of lawful mony damages & Costs of Court taxed at one pound 15/6 & thereof &c
Execn is 29th Sept 1760

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Russell vs Scott

Jonathan Russell of Sunderland in ye County of Hampshire Yeoman Plt vs Elisha Scott late of Sunderland in ye County aforesd yeoman an Absent and absconding Debtor ~~now in ye province~~ ~~Nathan Scott of Sunderland aforesd yeoman~~ Deftma plea of the Case for that said Elisha at said Sunderland on the

B1 fifth day of August Anno 1767 by his note of that date for Value rec promised ye said Jonathan to pay him ye sum of twelve pounds B/4 lawful money by ye first day of May then next following ye Date of said note Yet ye said Elisha tho often requested hath never paid ye same or any part thereof But has always refused and still Refuses to do it, And ye said Jona says that ye said Elisha since ye making of ye aforesaid note has absconded and withdrawn himself out of this province into parts unknown leaving Goods Estate Effects and Credits of his own in ye Hands & possession of Nathan Scott of Sunderland aforesd yeoman and that ye damages which have arisen by means of ye said Elisha's not performing his promise aforesd may be paid and Satisfied of ye said Goods, Estate Effects & Credits now in ye Hands and possession of ye said Nathan as ye sd Elisha's Attorney, Factor Agent, & Trustee according to one Law of this our Province of the Massachusetts Bay in New England in such Cases made provided ye said Jona brings this Suit ye Nonperformance of ye sd promise of ye said Elisha being to ye Damage of ye said Jonathan the sum of twelve pounds - And the Sheriff's Deputy viz Mr Solo Boltwood now return that he has summoned the said Nathan Scott to appear and answer the Plts action aforesaid - The Plt appears by Mr Simeon Strong his attorney and humbly moves that ye case may be continued to the next Term & ye said parties have a day before ye Lord ye King here until ye second Tuesday of November next ensuing the sd last Tuesday of Augt aforesaid

Moffatt vs Packard

Joseph Moffatt of Greenwich in ye County of Hampshire yeoman Plt vs Eleazar Packard of Hardwick in ye County of Worcester yeoman Deft in a plea of ye Case for that ye sd Eleazar at sd Greenwich on ye 11th day of

B2 February 1767 by his note of that date for Value rec promised ye sd Joseph to pay him or his order five pounds B/o lawful money in good Wheat and to deliver the same to ye sd Joseph at the sd Josephs dwelling House in sd Greenwich on or before ye first day of Decr then next & in ye Writ The plt appears by Simeon Strong Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Joseph recover against the said Eleazar five pounds B/o of lawful money damages & Cost of Court taxed at one pound 17/10 thereof &c

Gibbs Appt vs Townsend Appe

Abraham Gibbs of Greenwich in ye County of Hampshire yeoman Appt vs John Townsend of sd Greenwich Gent Appe from ye Judgment of Josiah Chauncy Esq one of his Majestys Justices of ye Peace for

B3 ye County aforesaid at a Trial before him on ye fourth day of July 1768 at which Trial ye said Abraham was Plt and ye sd John Deft in a plea of ye Case for that said John at sd Greenwich on ye Last day of May last past owed sd Abraham ye sum of £12 for Sundry Articles of Cloth according to ye Acct annexed to ye Writ & then there in Consideration thereof promised said Abraham to pay him ye same on demand Yet sd John tho often requested hath never paid ye same or any part thereof But refuses to do it to ye damage of ye sd Abraham

Abraham ten Shillings The sd Abraham appeared by his proper person and the said John Townsend by Elisha Porter Gent his Attr appeared & defended & for plea said he owes ye Plt nothing in manner & form &c and thereof prayed judgment of sd Justice and the sd Abraham likewise The said Justice having heard the Proofs and Allegations of ye said Parties rendered judgment that ye Deft should recover against the Plt his Costs of Suit taxed at one pound 7/4 &c And the said Abraham appealed from the judgment of said Justice to his Majestys Inferiour Court of common Pleas next to be holden at Springfield for ye last Tuesday of August then next & he entered into Bonds for his prosecuting his appeal &c. And now at this Term the parties come here and upon the plea above said originally tendered by the deft, they are now at Issue and thereof put themselves on the Country — Thereupon the Jurors of the Jury at this time according to the form and effect of the Statutes in this behalf provided returned and impanelled being demanded likewise come here who to say the truth concerning the premises being duly sworn by John Morgan Gentleman their foreman declare upon their oath that they find for the appellee affirmation of the former Judgment and Costs of Court — It is therefore considered by the court that the said Justice's Judgment aforesd be and it is hereby affirmed and it is also considered that the said John Townsend do recover agt the said Abraham Gibbs four pounds nineteen Shillings and six pence of lawful money allowed him with his agent for the Costs & expenses of defending the suit aforesd & thereof &c Exd ad Sept: 5th 1768 —

Gibbs Appt vs Townsend

William Colton of Springfield in ye County of Hampshire Cordwainer Plt vs Simon Howard of Cambridge in ye County of Middlesex Victualer Deft in a plea of the Case for that said Simon on ye ninth day of May last past at Springfield by his Note for Value rec promised one Charles Colton to pay him or order fifty pounds lawful money on demand with Interest till paid, And ye said Charles there afterwards on ye same day by his Indorsement ordered ye Contents then wholly due & unpaid to be paid to ye sd William whereof ye said Simon had notice by reason of ye Premises the said Simon became liable to pay the said Sum of Fifty pounds to ye said William & ye said Simon in Consideration thereof promised said William to pay him the same sum with Interest according to ye Tenor of sd Note &c as in ye Writ The Plt appears by Jonathan Bliss his Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said William recover against the said Simon the Sum of Forty six pounds 8/3 of lawful money Damages & Cost of Court taxed at two pounds 2/6 & thereof &c

Exd in 12th Sept 1768

Colton vs Howard 134

Samuel Colton of Springfield in ye County of Hampshire yeoman Plt for Samuel Moulton of South Brimfield in ye County afores yeoman Deft In a plea of the Case for that said Moulton on ye 13th Day of May Anno 1767 at Springfield by his note for Value rec promised said Samuel Colton to pay him two pounds 18/3 lawful money on demand with lawful interest for ye same till paid &c as in ye Writ

It is Also

Colton vs Moulton 135

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Colton & vs Moulton

~~This there~~ The ptt appears by Jonathan Bliss Gent his Attv & yd Deft being three times publickly called makes default of appearance in Court It is therefore considered by yd Court that yd said Samuel Colton recover against yd said Samuel Moulton three pounds 2/7 of lawful money damages & Cost of Court taxed at one pound 13/2 & thereof &c

Execn is 29th Sept 1766

Dennie & vs Lamb

John Dennie of Cambridge in yd County of Middlesex Merchant Ptt vs Daniel Lamb of Springfield in yd County of Hampshire yeoman Deft in a plea of yd Case for that said Daniel on the twenty ninth day of January last past at Springfield by his note of that date for Value rec promised said John to pay him fifty pounds lawful mony by yd first day of May thenneext ensuing with Interest till paid &c as in the Writ

The ptt appears by Jonathan Bliss Gent his Attv and yd Deft being three times publickly called makes default of appearance in Court It is therefore considered by yd Court that yd said John do recover against yd said Daniel thirty four pounds 8/9 of lawful mony damages & Cost of Court taxed at two pound 15/2 & thereof &c

Execn is 26th January 1769

Pomeroy & vs Ely

Oliver Pomeroy of Stepney in yd County of Hartford & Colony of Connecticutt Trader Ptt vs John Ely of Springfield in yd County of Hampshire yeoman Deft in a plea of the Case for that sd John on yd twenty first Day of July 1766 at Springfield aforesd by his note of that date for Value rec promised yd sd Oliver to pay him twenty four pounds lawful mony worth of Good Merchantable Grain in four months from that Time with use after yd Expiration of that Time till paid &c as in the Writ

The ptt appears by Jonathan Bliss Gent his Attv and yd Deft being three times publickly called makes default of appearance in Court Therefore It is considered by the Court that the sd Oliver do recover against the said John Eighteen pounds 5/7 of lawful mony damages & Cost of Court taxed at one pound 13/10 & thereof &c

Execn is 29th Sept 1766

Pynchon & vs Glover

Charles Pynchon of Springfield in yd County of Hampshire Physician Ptt vs Samuel Glover of Wilbraham in yd County aforesd yeoman Deft in a plea of Ejectment wherein he demands against yd Samuel a Messuage & Tract of Land containing by Estimation two hundred Acres being yd Farm on which Capt Samuel Day formerly lived and on which yd said Samuel lately dwelt in yd outward Commons on yd East side yd Great River in yd Middle division of said Commons being part of yd Lotts laid out to Samuel Allen Joseph Ely Wido Sikes John Stuart & bounds Easterly on yd Farm of Chicobie River at yd mouth of twelve mile Brook northerly on yd Lott originally laid out to Quarter Master Colton Southerly on yd School Lott & Westerly as follows viz that part of said Tract which contains part of yd Lotts of James Allen Joseph Ely Wido Sikes John Stewart Joseph Cooley & Sond Morgans James Taylor extend Westerly to a Brook that runs into yd River at yd place called Canoe place & that part thereof that is part of yd ~~Lott~~ Lots Hung Rogers Jnd Colton Jnd Lamb & Jno Miller Extends one Mile

Joseph Cooley Jon Morgan James Taylor John Stewart Gregory Rogers John Colton John Lamb & John Miller

Westward

Westward from the aforesd last Boundary & that part thereof which is part of John Holyokes Lott extends westerly till it comes to a Hollow that comes out of ye Grass platts it being ye farm sold by Daniel Lamb to Samll Day & by ye said Samll Day to ye sd Samuel Glover with ye Appurtenances and says that ye sd Samll Glover being seized of ye said Messuage & tract of Land with their appurtenances on ye 27th day of July 1763 by his deed of that date in Ctt to be produced for ye Consideration of three Hundred & fifty pounds lawful money granted & conveyed ye same to the said Charles whereby he became seized thereof in his Demesne as of fee & being seized thereof the said Samuel illegally & without judgment entered thereon & disseized ye sd Charles &c as in the Writ The pltff appears by Jonathan Bliss Gent his Attyy Deft being three times publickly called makes default of appearance in Court His Therefore considered by ye Court that ye said Charles recover against ye said Samuel Possession of ye Premises & and Cost of the Court taxed at one pound 7/12 & thereof he may have his Execon &c

Execon is 5th Oct 1766

Symmons vs Glover

Bildad Fowler of Westfield in ye County of Hampshire Trader Pltff Ebenezer Burt of Springfield in ye County aforesd yeoman Deft in a plea of the Case for that said Ebenezer at said Springfield on ye second day of November 1765 by his note for Value rec promised sd Bildad to pay him five pounds lawfull money by the first of July thennext with lawful interest till paid &c as in the Writ

Execon is 7th Feby 1766

Fowler vs Burt

The Pltff appears by Jonathan Bliss Gent his Attyy & Deft being three times publickly called makes default of appearance in Court His Therefore considered by the Court that ye said Bildad do recover against the said Ebenezer Six pounds 6s 8d of lawfull money damages and Cost of Court taxed at one pound 9/10 and thereof &c

Execon is 17th Feby 1766

George the Third &c To the Sheriff &c

Whereas Luke Bliss Gent & Lewis Bliss Gent both of Springfield in ye County of Hampshire Administrators of ye Estate of Luke Bliss late of Springfield aforesd Dec intestate by ye Consideration of our Justices of our Inferiour Court of Common pleas holden at Springfield in & for our County of Hampshire aforesaid on ye third Tuesday of May in ye fifth year of our reign recovered judgment against James Nivins of Greenwich in our County of Hampshire Gent for ye sum of five pounds lawfull mony damages and one pound 9s 9d lawful mony costs of Suit whereof the said James Nivins is convicted as appears to us of Record and whereas the said Lewis Bliss is since dead & we are informed by and on ye Behalf of ye said Luke Bliss Administrator as aforesaid who hath survived the said Lewis that altho judgment be thereupon given yet Execon of ye said Damages & Costs still remaining to be made whereupon ye same Luke hath prayed us that proper Remedy may be provided for him in this Behalf And we being willing that what is just should be done on this behalf Command you that you make known to ye said James Nivins that he be before our justices of our Inferiour Court of common pleas next to be holden at Springfield within and for our County of Hampshire on ye last Tuesday of August current then and there to shew cause if any he has why ye said Luke Bliss surviving Admr as aforesaid ought

Bliss Admr vs Nivins

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Ought not to have his Execution against him for his damages and Costs aforesaid recovered as afores^d and farther to do & receive what our said Court shall then & there consider &c

Bliss Adm^r vs Nivins

The pltt appears by Jonathan Bliss Gent his Att^y & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Luke ye Administrator recover against ye said James Eight pounds 13/03/4 of lawful mony Debt and damages Cost of Court taxed at one pound 11/10 & thereof &c

Execon is^d 29th September 1762

Idem vs Morgan Vt

Luke Bliss of Springfield in ye County of Hampshire Gent Plt vs Joseph Morgan of said Springfield yeoman Deft in a plea of the Case for that said Joseph on ye fourth day of Feby 1762 at Springfield afores^d by his note for Value rec^d promised ye said Luke and one Lewis Bliss since dec^d to whom ye said Luke hath survived to pay them two pounds 18/3 lawful mony on demand with Interest till paid And also for that said Joseph afterwards on ye same day by his other note for Value rec^d promised ye^d Luke & Lewis to pay them the further sum of 8/0 lawful mony on demand &c as in ye Writ The pltt appears by Jonathan Bliss Gent his Att^y & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Luke recover against ye said Joseph four pounds 9/1 of lawful mony damages and Cost of Court taxed at one pound 8/6 and thereof &c

Execon is^d 4th Octo 1762

Idem vs Brooks Vt

Luke Bliss of Springfield in ye County of Hampshire Gent Plt vs Noah Brooks of said Springfield yeoman Deft in a plea of the Case for that said Noah on ye twenty fourth day of February 1763 at Springfield afores^d by his note for Value rec^d promised said Luke and one Lewis Bliss since dec^d and whom ye^d Luke hath survived to pay them twelve pounds 11/6½ lawful mony in six months from that time with Interest till paid &c as in ye Writ The pltt appears by Jonathan Bliss Gent his Att^y & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Luke recover against ye said Noah Sixteen pounds 11/10½ of lawful money damages and Cost of Court taxed at one pound 6/10 & thereof &c

Execon is^d 4th Octo 1762

Idem vs Hitchcock Vt

Luke Bliss of Springfield in ye County of Hampshire Gent Adm^r of all & singular ye Goods & Chattels Rights & Credits of Luke Bliss late of said Springfield ~~Gent~~ dec^d Plt vs Ebenezer Hitchcock Junr of said Springfield yeoman Deft in a plea of ye Case for that said Ebenezer on ye twenty second day of Decr 1756 at Springfield afores^d by his note for Value rec^d promised the said Luke then living to pay him three pounds 12/0 lawful mony by ye first day of March then next Ensuing with Interest till paid &c as in ye Writ The pltt appears by Jonathan Bliss Gent his Att^y & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye^d Adm^r do recover against ye said Ebenezer the sum of Six pounds 2/5½ of lawful mony damages and Cost of Court taxed at one pound 6/10 & thereof &c

Execon is^d 4th Octo 1762

Jose Mirick of Monson in ye County of Hampshire yeoman Pltff
John Laird of Great Barrington in ye County of Berkshire yeoman
Deft In a plea of ye Case for that said John at said Monson on the
second day of Septr 1765 by his note of that date for Value rec'd
promised said Jose to pay him Eight pounds lawful money
on or before ye second day of Septr next with Interest &c as in ye Writ
The Pltff appears by Moses Bliss Gent his Attys & Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Jose do recover
against the said John nine pounds 1/6 & 3/4 of lawful money
damages & Cost of Court taxed at two pounds 2/8 & thereof &c

Mirick vs Laird

V44

Francis Newton of Granby in ye County of Hampshire yeoman Pltff
John Greenlate of Woodstock in ye County of Worcester now residing
in Wilbraham in ye County of Hampshire joyner Deft in a plea of ye
Case for that said John at Springfield on ye 25th Day of January last
past by his note of that date for value rec'd promised said John to pay
him Eight pounds lawful mony on or before ye last day of May last
past &c as in the Writ — The Pltff appears by Moses Bliss Gent his
Attys and ye Deft being three times publickly called makes default
of appearance in Court Therefore it is considered by ye Court that
ye said Francis recover against the said John eight pounds of lawful mony
damages and Cost of Court taxed at one pound 4/3 & thereof &c
Execn is 7th Nov 1765

Newton vs Green

V45

Richard Alsop of Middletown in ye County of Hartford & Colony of
Connecticutt Merchant Pltff vs John Rugg of South Hadley in ye
County of Hampshire yeoman Deft in a plea of ye Case for that
said John at Springfield on ye first day of July instant was
justly indebted to said Richard in ye Sum of Eleven pounds lawful
mony for divers Wares & Merchandizes there before that time sold & delivered by said Richard to said
John at his Request & in Consideration thereof said John promised
said Richard to pay him ye same on demand &c as in ye Writ
The pltff appears by Moses Bliss Gent his Attys and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Richard recover
against the said John Eleven pounds of lawful mony damages
and Cost of Court taxed at two pounds 2/8 and thereof &c
Execn is 4th Octo 1766

Alsop vs Rugg

V46

George Pynchon of Springfield in ye County of Hampshire Gent
Pltff vs Timothy Burbank lately of said Springfield yeoman Deft in a
plea of ye Case for that said George & Timothy at Springfield aforesd
on ye 21st Day of Octo 1763 accounted together of & concerning divers
sums of Money before that Time due to said George from said
Timothy and upon such Acct stated ye aforesd Timothy was found
in Arrear to ye said George in ye sum of two pounds 6/3 lawful
mony & being so found in Arrear said Timo then & there in Con
sideration thereof promised ye said George to pay him ye same on
demand with Interest And also for that said Timothy at said
Springfield on ye first day of July Instant was justly indebted to
said George in ye Sum of three pounds 7/3 like money by Book
Acct for divers Wares & Merchandizes before that time sold and
delivered

Pynchon vs Burbank

V47

320 Pynchon vs Burbank

Delivered by said George to said Timothy at his request & in Consideration thereof said Timothy promised said George to pay him ye same on demand &c as in ye Writ — The pltt appears by Moses Bliss Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court yt the said George recover against the said Timothy Six pounds 6/10 ½ of lawful mony damages & Cost of Court taxed at 4/6 & 10d thereof &c

Execon is 30th Sept 1760

Alem vs Warner 140

George Pynchon of Springfield in ye County of Hampshire Gent Pltff Daniel Warner of Wilbraham in ye County aforesaid yeoman Deft in a plea of the Case for that said Daniel at said Springfield on the fifth day of May 1767 by his note of that date for Value rec promised said George to pay him seven pounds 10/6 lawful mony on demand with Interest till paid And also for that said Daniel at ye Springfield on ye tenth day of August in ye same year by his other note of that date for Value rec promised sd George to pay him 40/0 on demand with Interest till paid &c as in the Writ — The pltt appears by Moses Bliss Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said George recover against the said Daniel ten pounds 4/6 of lawful mony damages and Cost of Court taxed at one pound 0/8 and thereof &c

Execon is 4th Oct 1767

Dwight Esq & al vs Lilly 141

Josiah Dwight Esq & Jonathan Dwight yeoman both of Springfield in ye County of Hampshire Pltt vs Reuben Lilly of Brimfield in ye County aforesaid yeoman Deft in a plea of the Case for that said Reuben at said Springfield on ye sixth day of Augt last past by his note of that date for Value rec promised ye said Josiah & Jona at to pay them or order Six pounds 13/4 lawful mony on demand with Interest &c — The pltts appear by Moses Bliss Gent their Attr & ye Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by ye Court that ye Josiah & Jonathan recover against ye said Reuben ye Sum of Seven pounds 1/10 of lawful mony damages and Cost of Court taxed at one pound 11/2 and thereof &c

Execon

Williston vs Colton 150

Thomas Williston of Springfield in ye County of Hampshire yeoman Pltt vs Isaac Colton lately of said Springfield Gent Deft in a plea of the Case for that said Isaac at sd Springfield on ye sixth day of Decr Dord 1763 by his note of that date for Value rec promised said Thomas to pay him 30/0 lawful mony on demand with Interest &c — The pltt appears by Moses Bliss Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Thomas recover against the said Isaac two pounds 18/11 of lawful mony damages and Cost of Court taxed at one pound 0/0 and thereof &c

Execon is 6th Jan 1767

Smith vs Bliss 2d 151

Eleazer Smith late of Springfield in ye County of Hampshire Blacksmith now residing at Lanesborough in ye County of Berkshire Pltt vs Samuel Bliss yeoman of Springfield afors yeoman Deft in a plea of ye Case for that said Samll at said Springfield on ye 4th Day of June 1767 by his note of that date for Value rec promised said Eleazer to pay him two pounds 7/10 mony in somuch worth of Grain at ye Current price on ye first day of Decemr then next with Interest &c as in ye Writ — The pltt appears by Moses Bliss Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye sd Eleazer recover against ye sd Samuel two pounds 12/13 3/40 lawful mony damages and Cost of Court taxed at two pounds 2/10 and thereof &c

Execon is 31st May 1769

David Wooster of New Haven in ye County of New Haven and Colony of Connecticutt Esq Ptt vs Lady Mary Pepperell widow Nathaniel Sparhawk junr Merchant both of Kittery in our County of York and William Pepperell of Medford in our County of Middlesex Gentn Executors of the Last will and Testament of Sir William Pepperell Late of said Kittery Knight and Baronet Decd Defts in a plea of Trespass upon Case for that the said Sir William Pepperell in his Lifetime to wit at Springfield on the twenty second day of August Do Ano 1747 being indebted unto the ptt the Sum of Four Thousand six Hundred and Seventeen pounds and ~~two~~ pence connecticutt old Tenor equal to the Sum of eight hundred & seventy nine pounds 8s 4d lawful mony of this Province for sundry Sums of money paid by ye Ptt at ye Special Instance and request of ye said Sr William Pepperell before that Time to ye several Persons and for ye several Articles mentioned in the Schedule annexed to ye Writ amounting in the whole to ye Sum of four Thousand six Hundred seventeen pounds & two pence, He ye said Sir William Pepperell then and there in Consideration thereof promised the ptt to pay him the same sum of four Thousand six hundred and Seventeen pounds and two pence on demand Yet ye said Sir William Pepperell tho often requested in his Lifetime paid only three Thousand four hundred and fifty pounds like Old Tenor, ye Residue being Eleven hundred Sixty seven pounds and two pence like old Tenor and Equal to ye sum of two Hundred ~~twenty~~ two pounds six Shillings and five pence half penny lawful mony the sd Sr William Pepperell never paid in his Life Time nor have his sd Executors since his Decease nor any nor either of them tho often requested paid ye same But refuse to pay it to ye Damage of ye said David three hundred and fifty pounds

The Ptt appears by John Worthington Esq his Attorney and the said Mary, Nathaniel and William come into Court by D. Sewall Esq their Attr and defend When and where &c and for plea say their said Testator ye said Sir William Pepperell never promised in manner and form as the said David complains and thereof put themselves on the Country and ye said David by his Attorney abovenamed viz John Worthington Esq or ye said Executors Agreeing that he may waive this demurrer and join the Issue tendered at ye Superiour Court replys that ye said Executors plea aforesd is Bad and insufficient & no Legal Answer to ye Declaration aforesaid and this the said David is ready to verify Wherefore for want of a sufficient plea in that Behalf he prays judgment for his damages and Costs — And ye sd Executors by their Attr abovenamed Agreeing to ye Reservation of ye said David as aforesd replys that their plea aforesaid is good and sufficient in Legal answer to ye Declaration aforesaid and this they are ready to verify wherefore because the ptt refuses to join ye Issue ~~tendered~~ aforesaid they pray judgment for Costs

Thereupon ye premises being seen and ~~fully~~ understood by ye Court of the Lord the King now here for that it appears to ye said Court of ye said Lord the King that the plea aforesaid of the said Executors and the matters therein contained are sufficient in Law to preclude ye said David from having his aforesd Action maintained against ye said Executors — Therefore it is considered that the said David by his plea aforesd have nothing but that for his Groundless demand he be in mercy &c

It is also considered by the Court that the said Mary, Nathaniel and William the Executors aforesaid recover against the said David the sum of three pounds 1/6 lawful money allowed them with their costs for their costs in defending the suit of the said David & thereof &c

Woster & Adv vs Pepperell Exr

The said David by John Worthington Esq his Attorney aforesaid appeals from y judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for y County of Hampshire on y fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for the said David's prosecuting the appeal with Effect as by said recognizance on file it appears

Mosely vs Kattan 153

John Mosely of Westfield in y County of Hampshire Gent Pltff vs Charles Kattan of Roxbury in y County of Suffolk Victualler Deft in a plea of the Case for that said Charles at Springfield on y 4th Day of June Anno 1765 by his note of that date for Value rec promised the said John to pay him or his order Eight pounds on demand with Lawful interest till paid &c as in the Writ The pltt appears by John Worthington Esq his Attr & y Deft being three times publickly called to come into Court makes default of appearance Its therefore considered by y Court that the said John recover against the said Charles Eight pounds 11/4½ of lawful money damages and Cost of Court taxed at two pounds 5/6 thereof &c

Exc on is d 10th March 1769

Wood vs Shaw &c 154

John Wood of Monson in y County of Hampshire yeoman Pltff vs David Shaw yeoman and William Shaw yeoman both of Palmer in y County aforesaid Defts in a plea of the Case for that said David & William at Springfield on the fifth day of June 1765 by their note of that date for Value rec promised the s d John to pay him or his order two pounds 12/0 on demand with interest till paid And also for that said David & William by their other note on the 31st day of Augt last at Springfield afores promised y s d John to pay him three pounds 9/10 on demand with interest till paid &c as in y Writ The pltt appears by John Worthington Esq his Attorney and y Defts being three times publickly called make default of appearance in Court Its therefore considered by y Court that the said John do recover against them y said David and William seven pounds 18/10½ of lawful money Damages & Cost of Court taxed at one pound 1/5 & thereof &c

Exc on is d 24th March 1769

Wood vs Shaw 155

John Wood of Monson in y County of Hampshire yeoman Pltff vs William Shaw of Palmer in y County aforesd yeoman Deft in a plea of y Case for that s d Wm at Springfield on y 20th Day of Augt 1762 by his note of y t date for Value rec promised s d John to pay him three pounds Lawful money on demand with Interest &c And also for that said William at s d Springfield on y thirteenth day of November 1762 by his other note of that date for value rec promised s d John to pay him Eight Milled Dollars on demand with Interest &c And also for that said William at s d Springfield on y sixth day of Nov 1764 by his other note of the last date for value rec promised said John to pay him or his order three pounds Lawful money on demand & also for that s d Wm at s d Springfield on y 12th Day of May 1766 by his other note of y t last date for value rec promised y s d John to pay him one pound 1/0 on demand with Interest &c as in y Writ. The pltt appears by John Worthington Esq his Attr & y d Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court y t y s d John recover against y d William Eleven pounds 1/10½ of lawful money damages & Cost of Court taxed at 1/11 Brief &c

Exc on is 24th March 1769

Abel Cadwell of Westfield in ye County of Hampshire yeoman Ptff vs Moses Dewey of said Westfield yeoman Deft in a plea of ye Case for that said Moses at Springfield on the sixth day of June Dom 1765 by his promissory note in writing under his hand of that date for Value rec promised said Abel to pay him seven pounds 1/s on demand with Lawful interest for the same till paid, yet said Moses tho often requested hath never paid the same or any Penny thereof But unjustly neglects it To ye damage of ye said Abel as he saith the sum of Ten pounds

Cadwell vs Dewey 156

The parties abovenamed appear by their respective Attornies viz The ptff by John Worthington Esq and ye Deft by John Phelps Gent and humbly pray that this case may be continued until the next Term of this hon'ble Court, And it it considered that ye said parties have a Day before the Lord the King in this Court here until ye second Tuesday of November next Ensuing the said last Tuesday of August afore said

Francis Stebbins of Springfield in ye County of Hampshire yeoman Ptff vs Thomas Dewey of Westfield in ye County afores'd yeoman Deft in a plea of the Case for that said Thomas at said Springfield on ye 27th day of March 1767 by his note of that date for Value rec promised the said Francis to pay him seven pounds 1/s lawful money within one month from ye Date of said note with Interest &c as in the Writ The ptff appears by John Worthington Esq his Att'y ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the s'd Francis recover against the said Thomas Seven pounds 16/4½ of lawful money damages and Cost of Court taxed at one pound 9/11 & thereof Execution is 13th Decr 1768

Stebbins vs Dewey 157

Elisha Lord of Pomfret in ye County of Windham in ye Colony of Connecticutt Physician Physician Ptff vs Nathaniel Mighill of Brimfield in ye County of Hampshire yeoman & Sarah his Wife late Sarah Bailey Defts in a plea of ye Case for that the said Sarah at said Brimfield on ye last day of December A Dom 1761 being justly indebted to ye said Elisha the sum of three pounds 1/s lawful money for Medicines and Attendance before that Time at her special Instance & Request by him as her Physician afforded her in her sickness she then being Feme sole she the said Sarah then and there in Consideration thereof promised ye said Elisha to pay him ye same on demand Yet ye said Sarah tho often requested never paid ye same or any part thereof To ye ptff while she continued Sole and unmarried neither hath the said Nathaniel and Sarah ever paid ye same or any part thereof since their Intermarriage together tho often thereto requested But they unjustly neglect it To ye damage of ye said Elisha five pounds The ptff appears by John Worthington Esq his Att'y and the said Nathaniel and Sarah by Simeon Strong Gent their Att'orne into Court and reserving Liberty to waive this plea & make any new plea on ye trial of the appeal say that they never ~~promised~~ requested ye Medicines mentioned in ye ptfs declaration and thereof put themselves on ye Country And ye said Elisha by his Att'y above named consenting to ye above reservation says that the Defts plea above pleaded and the matters therein contained are in fact

Lord Adm Mighill Att'r 158

Insufficient in Law and that he is not holden to answer thereto and thereof prays judgment for his damages and Cost, And ye Defts say their aforesaid plea is sufficient and therefore pray judgment for ye Cost

Lord vs Mighill &c

Thereupon all and singular ye premises being seen and fully understood by the Court of the Lord ye King nowhere for that it appears to ye said Court that ye plea aforesd of ye Defts in manner & form above pleaded and ye matters therein contained are not sufficient in Law to preclude the said Elisha from proceeding in this said Action or from his damages and Costs aforesd Therefore it is considered by ye Court that the said Elisha recover against ye said Nathaniel and Sarah three pounds 2/0 of lawful money damages & Cost of Court taxed at two pounds 8/0 and therefor &c

The said Nathaniel and Sarah by Timothy Danielson Lept their Attr appeal from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as ye Law directs for their prosecuting ye Appeal with Effect as by sd recognizance a rond file it appears

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Bardwell vs Bond 759

Joseph Bardwell of Belchertown in ye County of Hampshire yeoman Pltf vs Nathaniel Bond of Sturbridge in ye County of Worcester Gentn Deft

In a plea of ye Case for that said Nathaniel at Springfield on ye 30th Day of March last past by his note of that date for Valued promised the said Joseph to pay him three pounds 16/ lawful mony on demand with interest till paid &c as in the Writ

The pltf appears by John Worthington Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Joseph recover against ye said Nathaniel three pounds 16/3½ of lawful money damages and Cost of Court taxed at one pound 17/ & therefor &c

Execon is 5th Decr 1760

Warner vs Taylor 760

Esther Warner of Granby in ye County of Hampshire Spinster Pltf vs Reuben Taylor of South Hadley in ye County aforesd yeoman Deft in a plea of the Case for that said Reuben at Springfield on ye 13th Day of Novr 1759 by his note of that date for Valued promised ye Esther to pay her two pounds 5/0 in Salt on or before ye 20th Day of May then next with Interest till paid &c as in the Writ

The Pltf appears by John Worthington Esq his Attr & ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Esther recover against the said Reuben two pounds 7/13½ of lawful money damages & Cost of Court taxed at one pound 12/7 & therefor &c Ex is 29th Septr 1760

Partridge vs Cooley et al

Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of ye same County Pltf vs Azariah Cooley yeoman Joseph Thompson yeoman & Nicholas Holbrook yeoman all of Brimfield in ye County aforesd Defts in a plea that ye said Azariah Joseph and Nicholas render to ye Pltf two thousand pounds lawful money which to him they owe & from him unjustly detain and whereon he says that at Springfield on ye fifteenth day of April Anno Dom 1760 they by their Bond of that date in Court to be produced bound & obliged themselves to ye Pltf in the

Sum

Sum of two Thousand pounds to be paid him on demand & saving Wit
The Pltt appears by Jotha Worthington Esqr his Attorney and the said
Azariah, Joseph and Nicholas being three times publickly
called make default of appearance in Court — It is therefore
considered by ye Court that the said Oliver recover against ye said
Azariah, Joseph and Nicholas Two Thousand pounds of Law Salmony
and exec^n is awarded him for ye sum of £31.0.11.1 part thereof a payable by statute &c
Debt and Cost of Court taxed at two pounds 1/4, ~~and therefore~~

Parkidge Esq
vs
Cooley &c

Ex^n is^d 30th Decr 1766

Ichabod Lee of Westfield in ye County of Hampshire Yeoman Pltff
Bildad Fowler of said Westfield Yeoman Deft in a plea of ye Case for that
whereas on ye eighth day of December Ao^m 1766 before Eldad Taylor
of Westfield aforesaid one of ye justices of the peace for said County of
Hampshire one Lemuel Martindale of Greenfield recovered judg
ment against James Watson late of Springfield Yeoman for twenty four
shillings and three pence Debt and twenty one shillings six pence
for Charges of Suit and whereas by agreement before made between
the said Lemuel & said Bildad the property of ye Contents of ye said
Debt and Costs was in ye said Bildad and the said Bildad accordingly on ye twenty fifth day
of the same Decem^r at said Westfield sued out our Execution on the
judgment aforesd from ye said Justice in form as by Law of this
province is prescribed and committed ye same then and thereto
the pltt then being one of ye Constables of ye said Town of Westfield
to Execute and return according to Law and whereas one Joseph
Barber then of said Westfield was then possessed of a yoke of young
Cattle Steers which he had before rec^d of ye said James Watson under a
Contract and on Terms then unknown to ye Plantiff and ye said Bildad
then and there requested the Plantiff to go to said Barber and take y^e
same Cattle from him by Virtue of ye Execution aforesaid as the
Estate of said James Watson and by ye proceeds of ye Sale thereof
to satisfy ye same Execution and ye Pltt being in Doubt whither
by Law he might take ye same Cattle by ye said Execution as the
said Bildad requested him as aforesaid the said Bildad then & there
affirmed to ye Pltt that ye same were the property of ye said James and
liable by Law to be taken by ye Execution afores^d and to be sold to
pay and satisfy ye same and in consideration that ye said Ichabod would
go to said Barbers and take ye same Cattle from him by Virtue of the
Execution aforesaid and by ye proceeds of ye Sale thereof satisfy y^e
same Execution he ye said Bildad then and there agreed and by his
writing under hand promised and engaged the pltt that he would
well and truly indemnify and save him harmless from all
Cost and Trouble that might arise to ye pltt in consequence of his
going to said Barbers and taking ye same Cattle out of his possession
by ye Execution afores^d & satisfying ye same Execution by ye proceeds
of the Sale thereof and ye Pltt says that regarding ye request of said
Bildad and relying on his declaration promise & Engagement —
aforesaid, he then and there went to said Barbers took ye said Cattle out of
his possession by Colour of ye said Execution & Disposed of them by
Sale at Publick Vendue to ye highest Bidder in order to pay & satisfy
the same Execution by ye proceeds of the said Sale and that he
satisfied

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satisfied the same Execution of the proceeds then & there accordingly
And ye Plaintiff says that before ye said twenty fifth day of Dec ye last
on the twelfth day of Feby then next preceeding the said James
Watson as is since made to appear had Ceased the same Cattle
to ye said Barber for the Term of three years to work ye same Cattle in
his Business for his profit during that Term and to keep them well
and at ye End of said Term to deliver them to said James at William
Watsons House in the new Township then called Number four now
Becket in ye County of Berkshire and that the said Cattle were not
liable by Law to be taken by Virtue of the said Execution as ye
Cattle of said James out of and from ye possession of said Joseph
And that afterwards viz: on ye 30th Day of July Anno 1767 the said
Joseph Barber commenced his Action of Trespass against ye Plaintiff
for taking the Cattle aforesaid in manner aforesd and prosecuted ye
same at our Inferiour Court of Common pleas holden at Springfield
on ye last Tuesday of Augt last at which Court ye said Joseph recovered
against ye Pltff seven pounds Damages & Costs of Suit from which
judgment ye Pltff appealed to ye last Inferiour Court of Judicature Court
of Assize and General Goal delivery holden at ye Springfield on ye fourth
Tuesday of September last when & Where ye said Joseph recovered against
the Plaintiff final judgment for two pounds Lawful money Damages
and Eight pounds 18/10 for his Costs and Charges by him about this
Suit in that behalf Expended for which Sums so recovered the sd
Joseph hath sued out our Writ of Execution against him and he
hath been Obliged to pay the same and ye Pltff says he was sub
jected to great Trouble and at great Expence of Time & that he
necessarily expended more than five pounds Lawful money in
Cash in defending himself against ye said Suit & the said Joseph Ext
his Time and Trouble aforesaid besides his Expence of Money afore
was well worth forty Shillings more of all which ye said Bildad
at said Springfield on ye last day of said September was well
knowing yet tho often requested the said Bildad never defended
or saved ye Pltff from ye Suit aforesaid nor hath he saved ye Pltff
from ye Expence & Cost aforesd But wholly neglects and denies
to do it To ye Damage of ye said Ichabod twenty pounds
The pltff appears by John Worthington Esq his Attorney and the said
Bildad by Jonathan Bliss Gent his Attorney comes and defends &c
and reserving to himself Liberty of waiving this plea at ye trial at ye
Superiour Court and of then pleading any new plea or matter says that
he is not guilty in manner and form as ye Pltff has declared against
him and thereof puts himself on ye Country — And the said
Ichabod Lee by his Attr above named consenting to ye aforesd reservation
of ye said Bildad says that ye plea aforesaid of ye said Bildad in
manner and form as aforepleaded & ye matters therein contained
are not a sufficient answer to his Declaration and that he is not
holden by Law to make any Answer thereto & this he is ready to verify
Wherefore for want of a sufficient plea of ye said Bildad in this behalf
he prays judgment for his damages and Costs —

And

And the said Bildad says his plea aforesaid is sufficient wherefore because the said Ichabod hath not any wayes denied the same he prays judgment for his Costs — Thereupon all & singular the premises being seen and fully understood by ye Court of ye said Lord the King now here for that it appears to ye said Court of the said Lord the King that the plea aforesaid of ye said Bildad and the matters therein contained are not sufficient in law to preclude the said Ichabod from proceeding in his sd Action against the said Bildad or from his Damages and Cost afores^d Therefore it is considered by the Court that ye sd Ichabod recover against the said Bildad twenty pounds of Lawful mony damages and Cost of Court taxed at £ — & there of &c

The said Bildad by his Attorney aforesaid appeals from the judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as the Law directs for ye said Bildad prosecuting the appeal with Effect as by said recognizance on file it appears

Joel Bliss of Wilbraham in ye County of Hampshire yeoman Pltff Thomas Cotton of Springfield in ye County afores^d yeoman Deft in a plea of ye Case for that said Thomas at Springfield on ye 29th day of Feby 1760 by his promissory note in writing under his hand of that date for Value rec^d promised ye said Joel to pay him twenty six pounds 16/10½ Lawful mony on demand with Interest for the same till paid yet ye said Thomas tho' often requested hath never paid the same or any part thereof But unjustly neglects it To the damage of ye said Joel thirty pounds

The pltff appears by John Worthington Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that the said Joel recover against the said Thomas twenty four pounds 13/1 of Lawful mony damages and Cost of Court taxed at one pound 10/0 & there of &c

The said Thomas afterwards now at this Term comes into Court by Jonathan Bliss Gent his Att^y and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Benjamin Ely of Springfield in ye County of Hampshire yeoman Pltff vs Caleb Dana Junr of Cambridge in ye County of Middlesex yeoman Deft in a plea of ye Case for that said Caleb at Springfield on ye 10th Day of April 1760 ~~for Value~~ by his note of that date for Value rec^d promised said Benjamin to pay him ten pounds by ye first of May then next with Interest till paid &c as in ye Writ

The pltff appears by John Worthington Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Benjamin recover against ye said Caleb ten pounds 4/8 of Lawful money damages & Cost of Court taxed at two pounds 4/8 & there of he may have his Execution

Execution is 24th Nov 1760

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Lee vs Fowler

Bliss vs Cotton No 3

Ely vs Dana No 4

Williston vs Leonard & Ring 1765

Thomas Stebbins Williston of Springfield in ye County of Hampshire Yeoman and Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Plt vs Joseph Leonard Junr of Springfield aforesaid Gentn and Thomas Ring late of said Springfield Yeoman Deft in a plea of the Case for that said Joseph and Thomas Ring at said Springfield on the twenty fourth Day of August 1765 by their note of that date for value rec'd promised said Williston to pay him or his order Six pounds W^o on demand with interest &c The plt appears by John Worthington Esq his Att^y & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Thomas Stebbins recover against ye said Joseph & Thomas Ring Six pounds 19/0 3/4 of lawful mony Damages & Cost of Court taxed at one pound 8/10 & therefore

Exec^n is 23 Feby 1769

Adam vs Parsons 1766

Thomas Stebbins Williston of Springfield in ye County of Hampshire Yeoman and a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said County Plt vs Benjamin Parsons of Palmer in the County aforesaid Yeoman Deft in a plea of ye Case for that said Benjamin at said Springfield on ye 20th Day of Feby last past by his note of that date for value rec'd promised ye s^d Thomas Stebbins to pay him or his order Six pounds W^o on demand with Interest till paid &c as in the Writ — The Plt appears by John Worthington Esq his Att^y and ye Deft being three times publickly called makes default of appearance therefore it is considered by the Court that said Thomas Stebbins recover against ye said Benjamin Six pounds 15/4 1/2 of Lawful mony Damages and Cost of Court taxed at one pound W^o 2 and therefore &c — Exec^n is 23 Feby 1769

Bynchon vs Webb 1767

George Bynchon of Springfield in ye County of Hampshire Gent Plt vs Samuel Webb of Murrayfield in ye County afores^d yeoman Deft in a plea of the Case for that said Samuel at s^d Springfield on ye 25th Day of March 1766 by his note of that date for value rec'd promised one Elijah Leonard to pay him or his order thirteen pounds within two months from ye Date of s^d Note with Interest &c And afterwards on ye same day of March at s^d Springfield ye said Elijah by his Indorsement ordered ye Contents of said Note then wholly unpaid to be paid to ye Plt of all which s^d Saml instantly had notice the s^d Samuel in Consideration thereof promised the Plt to pay him ye same accordingly on demand &c as in ye Writ The Plt appears by John Worthington Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said George recover against ye said Samuel seven pounds 10/9 of lawful money damages and Cost of Court taxed at one pound 8/10 & therefore &c

Palmer vs Martindale & al 1769

Samuel Palmer of Windsor in the County of Hartford in the Colony of Connecticutt yeoman Plt vs Zadock Martindale of Westfield yeoman and Elijah Rogers of Springfield yeoman both in ye County of Hampshire Defts in a plea of Trespass for that the said Zadock and Elijah at said Westfield on ye thirtieth day of July Dom^i 1769 with force and arms Assaulted the Plt then being in our Peace imprisoned confined & restrained him of his

Liberty

Liberty for the space of fifteen hours plunged him into Westfield River dragged him along the road from Westfield aforesd to said Springfield the length of six miles in ye Night time beat and wounded him and greatly abused him and disordered some of his Bones by means whereof he Languished a long time & was put to great pain and Expence for his Cure and many other Injuries then and there did to him against our peace and to the damage of the said Samuel Palmer twelve pounds

Palmer vs Martindale Ac

The parties in person come here & refer ye Case to ye final determination and Award of Samuel Noble yeoman Abel Cadwell Gentn and John Ingersoll Gentleman all of Westfield aforesaid Arbitrators mutually chosen by ye Parties for any two of them to be made upon ye premises and returned into this Court as soon as may be And ye Case with the proceedings therein is Continued until the next Term of the Court

Watson vs Leonard

James Watson late of Springfield in ye County of Hampshire now of a place called Still Waters in ye County of Albany in ye Province of New York yeoman Pltf vs Daniel Leonard of Springfield aforesaid yeoman Deft in a plea that sd Daniel render to sd James seventy eight pounds which to ysd Watson he owes & from him unjustly detains whereon sd Watson says that sd Daniel at sd Springfield on ye 15th Day of Octo in ye fourth year of our reign by his bond under his hand & Seal of that date in Court to be produced bound & Obliged himself to ye Pltf by ye name of James Watson of Springfield yeoman in ye Sum of Seventy eight pounds to be paid to ye Pltf on or before ye 15th day of Novr then next Yet sd Daniel tho often requested hath never paid ye same But neglects & to ye Damage of ye said James Eighty Pounds

Vt

The pltf appears by John Worthington Esq his Attd and ye said Daniel by John Phelps Gent his Attorney comes and defends &c & reserving to himself Liberty of waiving this plea on ye trial of ye Appeal and then plead any new plea and matter says that he never promised in manner & form as ye Pltf in his declaration against him hath alledged & thereof puts himself on ye Country &c And ye said James by his Attd aforesaid consenting to ye reservation of ye sd Daniel says that ye plea aforesd pleaded by ye sd Daniel and ye matters therein contained are not a sufficient Answer to this ye sd James Declaration & that he is not holden by ye Law of ye Land to make answer thereto & this he is ready to verify wherefore for want of a sufficient plea of ye sd Daniel in this particular he the said James prays judgment for his Debt and Costs, & the sd Daniel says his plea aforesd is sufficient wherefore because the same hath nowise denied ye same he prays judgment for his Costs

Thereupon all & singular ye premises being seen by ye Court & the Lord ye King now here fully understood & for that it appears to ye said Court that ye plea aforesd of ye sd Daniel & Matters therein contained are not sufficient in Law to preclude ye said James from proceeding in his said Action against ye sd Daniel or from his Debt & Cost aforesd Therefore it is considered by ye Court that the said James recover against ye sd Daniel twenty pounds ye 10th of lawful money Debt & Cost of Court taxed at three pounds 0 s 10 d & therefor &c

The sd Daniel by his Attd aforesd appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield within & for ye County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Surety as ye Laws direct for ye sd Daniels prosecuting ye Appeal with Effect as by a Recognizance on file it appears

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Johnson vt Moseley

Vt

Samuel Johnson of Westfield in ye County of Hampshire yeoman Plts
John Moseley of said Westfield Gent. Deft. in a plea of ye Case for that
whereas at our superiour Court of judicature &c holden at Springfield
on ye fourth Tuesday of September in ye second year of our reign one
Daniel Grainger then of said Westfield yeoman recovered against said
Samuel seven pounds 14/11 Damages & three pounds 16/7 Cost of suit
Afterwards Vtt on ye 21st Day of Decemr then next following ye sd Daniel
sued out our Writ of Execution on said judgment in form as by Law of
this Province is prescribed in order to obtain ye sums dat sd Springfield ye
same 21st Day of Decr delivered ye Writ of Execon to Moses Dewey a Deputy Sheriff
under Oliver Partridge Esq Sheriff of sd County to execute & return &c after
wards Vtt on ye first day of April then next following in Consideration
that ye said Samll Johnson promised ye said John Moseley that he ye sd
Samuel would within one year from ye time of making said promise
pay said John what said Samuel owed sd John on Book Act & ye Sum of
six pounds more and would let said John have ye money towards payment
of said Sums that he might obtain of his sd Samlls sons Wages that might
be due ye then next fall & would in a reasonable Time make & Execute
to sd Moseley a Deed of his sd Samuels Farm in sd Westfield to secure to sd Moseley
his ye sd Samlls performance of ye sd promise he ye sd John in Consideration
thereof then and there promised said Samll that he would pay to said
Moses Dewey Dep Sheriff six pounds in part of ye sums mentioned in ye sd
writ of Execon & in Satisfaction thereof forthwith so yt the said same should
be acquit & Discharged of such part of ye same & ye sd Samll says that
soon after ye making ye sd promise ye next day he ye sd Samll at sd Westfield
made & Executed & Delivered to sd Moseley a Deed of his said Farm to secure to sd
Moseley his ye sd Samlls performance of his promise afores of paying ye sd
Contents of his Book Acct afores & ye sd Six pounds according to ye Tenor of sd
Promise & that he ye sd Samlls actually performed to sd John his sd Promise
& Redeemed his Farm afores & yet said John his promise afores not regarding
never paid to ye sd Moses more than 2/6 part of ye sd Six pounds but four
pounds 12/6 part thereof ye sd John hath wholly neglected & Refused
to pay & ye sd Samll hath been compelled to pay ye same with Interest
in order to satisfy ye said Execon & save himself from Prison & also for that
whereas on ye first day of April last at sd Springfield ye sd John was
justly indebted to ye Plt in ye sum of four pounds 12/6 lawful money
for so much money before that Time lent by ye sd John to his ye said
Samlls use he ye said John in Consideration thereof then & there pro
mised ye sd Samuel to pay him ye same on demand yet ye sd John the
often requested hath not performed his said Promises nor either
of them But unjustly neglects to do it to ye damage of ye sd Samll Eight pounds
The parties in person come here & refer ye Case to ye final Determination &
Award of Moses Bliss Gent Benjamin Day Gent & Deacn Jonathan White
all of Springfield afores Arbitrators mutually chosen by ye Parties
or any two of them to be made upon ye premises & returned into this
Court as soon as may be & ye Case with ye proceedings thereof is continued
until ye next Term of ye Court

Pynchon vt Day &c

Vtt

George Pynchon of Springfield in ye County of Hampshire Gr that
Benjamin Day Gent & Joseph Bedortha Junr yeoman both of ye sd Plts
Defts in a plea of Ejectment wherein ye sd George demands ye Plt then being
Benjamin & Joseph one Acre & 32 Rods of Land with ye Appr. of his
being part of ye house Lott on wh ye sd Joseph now dwells w. ery

Pynchon vs Day &c

the Prop for of Jaquith Day formerly
formerly of said Springfield Gentn which lies in ye second Parish in said Springfield and bounds South on ye Wide Street leading from Connecticutt river to Agawam Easterly on ye Street called Tarneyroos and West on ye Great Hill and North on John Taylors Home Lott Land demanded bounds West on that part ~~which part~~ of sd Lott which said Joseph Bedertha sold ~~to John~~ Joseph Lothrop Clerk as by his deed on record South on sd Wide Street and North on sd John Taylors Home lott & from ye Land sold off ye West End of sd Lott to sd Lothrop ye Land demanded extends Easterly ye Whole Width of sd Lott so far as to make ye Quantity demanded &c as in ye Writ, ye Pltt appears by John Worthington Esq & Moses Bliss Gent his Attorneys and ye said Benjamin & Joseph come into Court by Simeon Strong Gent their Attr & say ~~that~~ as to 14 rods parcel of ye Land ~~demanded~~ in ye Pltts ~~declaration~~ Writ demanded against them viz: 14 rods & a half & rod wh is described & bounded as follows viz: West on Land of Joseph Lothrop North on Land of John Taylor Southerly on ye Street or Highway & extending Easterly in Square form from sd Lothrops Line 8 rods & half & rod and so as to make up ye Quantity of 14 rods & ½ rod they do not deny that ye said George Pynchon ought to have & recover against them And as to ye residue of sd demanded premises ye said Benjamin & Joseph defend their right & for plea say they never disseized ye Pltt in manner and form as ye Pltt in his declaration has alledged against them and thereof put themselve on ye Country And ye said George says yt as to said residue of sd demanded Premises he will not further prosecute &c This therefore considered by ye Court that ye sd George recover against ye said Benjamin & Joseph so much of ye Land as ye Defts confess they have disseized him and Cost of Court taxed at one pound 19/1 and thereof &c Execn is sd 18th May 1769

Hitchcock vs Cooley 173

Samuel Hitchcock of Springfield in ye County of Hampshire yeoman ~~Deftt~~ vs Caleb Cooley of said Springfield yeoman Deft in a plea of the Case for that said Caleb at sd Springfield on ye 23d Day of Septr 1765 by his note of that date for Value rec promised ye said Samll to pay him twelve pounds Ster by ye twenty fifth day of Septr then next with Int &c The pltt appears by John Worthington Esq his Attr and ye Deft comes into Court and confesses judgment for ye Sum ~~demanded~~ due on ye Note &c This therefore considered by ye Court that ye said Samll recover against ye said Caleb fourteen pounds eighteen shillings of lawful money damages & Cost of Court taxed at £1 18 11 10 thereof &c Exd is 10th Nov 1769

Marsh vs Loth 174

Moses Marsh of Hadley in ye County of Hampshire Gentn Attor Joseph Loth of Shutesbury in ye County aforesd Yeoman Deft in a plea of ye Case for that said Joseph at said Hadley on ye second day of May 1769 by his note of that date for Value rec promised sd Moses to pay him or his order ten pounds lfd on demand with Interest &c as in ye Writ The pltt appears by Simeon Strong Gent his Attr & ye Deft being three times publickly called in ye Court default of appearance in Court Therefore &c This considered by ye Court yt ye said Moses recover against ye sd Joseph nine pounds eighteen of lawful money damages & Cost of Court taxed at one pound 18/0 and thereof &c Execn is 29th Sept 1769

The foregoing Judgments Submissions appeals being made and entered up in manner aforesaid it was ordered that the said Court should be adjourned without Day and the sd Court was adjourned without Day accordingly

Attest W. Williams Clerk

Three, the sd Da superior of Hampsh recognizing appeal to

Hampshire ss

Anno Regni Georgii Tertii Regis magna Britannia Franciæ et Hiberniæ Nono

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At his Majestys inferiour Court of common pleas holden at Northampton within and for the County of Hampshire on ye second Tuesday of November being the Eighth Day of the said month stilo de die in diem to the twelfth Day of the said month Dom 1768

November Term 1768

Present

Israel Williams Esq
Timothy Dwight Esq
Thomas Williams Esq

Jury of Trials

Asahel Clap foreman
Miles Morgan
Oliver Lyman
William Judd
Orange Warner
Benjamin Wait 2
Perez Graves
Samuel Field
Joseph Bardwell
Moses Montague

de Fals

Daniel Kellogg
Noah Allen
John Severance
These Jurors were off the Jury in ye Case Howe vs Lee and Bardwell was off Daniel Kellogg Aaron Clark were the Jury in ye Case Catlin vs Severance and ye Whole Standing Jury

Continuances

Joel Ely yeoman and Benjamin Leonard yeoman both of Springfield in the County of Hampshire Pltfs vs John Townley of Hartford in the County of Hartford Marchant Deft in a plea of the Case as at large on record and now at this Term the said parties come here because the Referees to whom this Case was referred have not made any award they humbly pray that ye Case may be further continued under ye same rule until ye next Term and it is granted them

Ely & Leonard vs Townley

Benjamin Day Gent and Margaret Jones Gentlewoman both of Springfield in ye County of Hampshire Executors of ye Last Will and Testament of Cornelius Jones late of said Springfield Gent Dec Pltfs vs Bildad Fowler of Westfield in ye County aforesd yeoman Deft in a plea of ye Case as at large on record And now at this Time ye said parties come here and ye Referees to whom this Case was referred now report as follows viz We accordingly award & order that ye said Bildad pay to ye said Benjamin Day and Margaret Jones Excors of ye Last Will and Testament of ye said Cornelius the Said Sum of seven pounds lfo lawfull money in Ballance of Acts between ye said Cornelius Bildads and in full of ye Sum sued for two further award and determine that ye said Bildad pay ye Costs of Court and part of ye Cost of this Reference viz ye Sum of five pounds lfo to ye Residue of ye Costs & Charges of ye Reference viz 21/2 We order & determine that ye said Benjamin & Margaret Excors as aforesd do not recover of ye said Bildad it appearing to us reasonable that they bear some part of ye Charge and we order & award that this be a final settlement of this Case It is therefore considered by ye Court that ye said Benjamin & Margaret recover against ye said Bildad Seven pounds lfo of lawful money damages and Cost of Court and part of ye Cost of Reference in ye Whole taxed at nine pounds 13/9 Whereof &c Execn is 28th Nov 1768

Jones Execs vs Fowler

Marsh &c vs Spooner

Amos Marsh of Warwick in ye County of Hampshire yeoman Solomon Emmons of Windsor in ye County of Cumberland and Province of Newyork yeoman and Mary his Wife late Mary Marsh John Goodale of Brookfield in ye County of Worcester yeoman and Lurice his wife late Lurice Marsh Henry Gilbert of said Brookfield yeoman and Patience his wife late Patience Marsh Adoniram Barttle of said Brookfield yeoman and Miriam his wife late Miriam Marsh & Samuel Marsh of said Brookfield yeoman which said Solomon John, Henry, Adoniram and Samuel in right of their Wives Pltfs vs Ebenezer Spooner of of Ware in ye County of Hampshire yeoman Deft in a plea of Ejectment as heretofore recorded at large, And now at this time parties come here and ye referees to whom this Case was referred now report as follows viz We do determine & award that ye within Ebenezer ye Deft recover against ye said Amos and others Cost of Court and Cost of Reference ye Cost of Reference taxed at one pound 3/ according to ye Account annexed

Therefore it is considered by ye Court that ye sd Ebenezer recover against the said Amos, Solomon, John, Henry, Adoniram and Samuel the Sum of five pounds 19/4 allowed him for his Costs in defending the Suit of ye Abovenamed Amos and others and thereof &c

Execn is 21st of June 1769

Dewey vs Leonard

Moses Dewey of Westfield in ye County of Hampshire yeoman Pltff vs Benjamin Leonard Junr of Springfield in ye County aforesd Gent Deft in a plea of ye Case as at large on record and now at this Term ye said Parties come here and because ye referees to whom this Case was referred have not made any award they humbly pray that ye Case may be further continued until ye next Term and it is granted them

Bridgham &ttls vs Pinker

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren ~~Jabez Rice~~ of Marlborough in ye County of Middlesex Gent & Jabez Rice of ye same Marlborough Husbandman Pltfs vs Phinehas Pinker of Granville in ye County of Hampshire yeoman Deft in a plea of ye Case as at large on record of ye preceeding Terms and now at this Term ye parties appear by their respective Attornies viz John Worthington and Joseph Hawley Esquires and move that ye Case may be further continued until ye next Term and it is granted them

Idem vs Lord

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent and Jabez Rice of ye same Marlborough Husbandman Pltff vs John Lord of Granville in ye County of Hampshire yeoman Deft in a plea of ye Case as at large on record and now at this Term ye parties appear by their respective Attornies & humbly pray that this Case may be continued until ye Next Term and it is granted them

Idem vs Dunham

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent & Jabez Rice of ye same Marlborough Husbandman Pltff vs Jabez Dunham Junr of Granville in ye County of Hampshire yeoman Deft in a plea of ye Case as at large on record and now at this Term ye Parties appear by their respective Attornies and pray that this Case may be continued until the next Term and it is granted them

Thomas Liddle yeoman and William Carpenter yeoman both of South Brimfield in ye County of Hampshire Appts vs Joseph Blodget of said South Brimfield Gentleman Deft in a plea of Trespass on ye Case as heretofore recorded at Large and now at this Term ye said Thomas and William being three times publickly called to come into Court and prosecute their action are nonsuit and ye Deft likewise defaulted and the Action accordingly dismissed

Liddle Appts vs Blodget

Jacob Gibbs of Greenwich in ye County of Hampshire yeoman Appt Plt vs Thomas Gibbs of said Greenwich yeoman Deft in a plea of ye Case as at Larege on record of ye preceeding Term & now at this Time ye parties come here & the referees to whom this Case was referred not having made any award the said Thomas moveth that ye Case may be continued under ye same rule until ye next Term & it is granted them

Gibbs Appt vs Gibbs

Daniel Fowler of Westfield in ye County of Hampshire yeoman Plt vs Bildad Fowler of said Westfield yeoman Deft in a plea of ye Case as at large on record of ye Last Term and now at this time ye said parties come here, and by reason of ye referees to whom this Case was referred not having made any award they humbly pray that ye Case may be continued under the same rule until the next Term and it is granted them

Fowler vs Fowler

Nathan Bri gham of Southborough in ye County of Worcester Gent John Warren of Marlborough in ye County of Middlesex Gent and Jabez Rice of the same Marlborough Husbandman Plts vs Bildad Fowler of Westfield in ye County of Hampshire yeoman Deft in a plea of the Case as recorded at Large the last Term and now at this Term ye Plts all appear Except Wright Eager one of the persons before named as Plantiffs in ye original Writ and for whom a Writ of Summons was prayed for and for which ye Case wase continued & and the said Bildad comes into Court and agrees to take no advantage of ye Plts taking judgment for three fourths of ye premises by reason of their not having summoned & severed Eager upon their agreement to stay Execn five months — It is therefore considered by ye Court that ye said Amos, John and Jabez recover against ye said Bildad ye Plts of the premises demanded in ye Writ, unless ye said Bildad do within 5 months pay them £287.16.3 and Cost of Court taxed at three pounds 12/7 of lawful money & thereof — Execn is to issue Novr 1769

Bridgham Plts vs Fowler

Peter Bicknell of Warren in the County of Bristol and Province of Rhode Island Esq Plt vs Ebenezer Allen yeoman and John Allen yeoman both of Rehoboth in ye County of Bristol in ye Province of the Massachusetts Bay Execrs of ye last will and Testament of Ebenezer Allen late of Warren aforesd Esq Dec Defts in a plea of Covenant broken as at large on record of ye preceeding Term and now at this Term ye Plt being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye Defts likewise defaulted and ye Action accordingly dismissed

Bicknell Esq vs Allens Exrs

Samuel Hains of Westfield in ye County of Hampshire yeoman Plt vs Bildad Fowler of sd Westfield yeoman Deft in a plea of ye Case as at large on record of ye preceeding Term and now ye said Parties come here, and it is ordered by ye Court that ye papers be recommitted and the said Parties have a further day here until ye second Tuesday of February next ensuing ye said second Tuesday November

Hains vs Fowler

Taggart vs Perry

James Taggart of Murrayfield in ye County of Hampshire yeoman Pltt vs Sylvanus Perry of Westfield in ye County aforesaid yeoman Deft in a plea of ye Case for Ds at large on record is And now at this Term ye said Parties come here and ye Referees to whom this Case was referred now report as follows viz We defind and award the Sum Sued for viz three pounds for ye Pltt s Cost of Court & ye Cost of this Reference which is 10/6 lawfull mony — It is therefore considered by the Court that ye said James recover against ye said Sylvanus three pounds of lawfull mony damages and Cost of Court and of Reference in the whole taxed at two pounds 18/2 and thereof &c

Execon is 24th July 1769

Pomeroy vs Chambers

Eleazer Pomeroy of Northfield in ye County of Hampshire yeoman and a Deputy Shariff under Oliver Partridge Esq Sheriff of the same County Pltt vs John Chambers of Bernardston in ye County aforesaid yeoman Deft in a plea of Ejectment as recorded at large at the last Term and now at this Term the pltt appears and the Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court that ye Eleazer recover against ye said John the premises demanded in ye Writ & Cost of Court taxed at four pounds 8/6 and thereof &c

Execon is 18th Nov 1769

Hatheway vs Bagg

Jacob Hatheway Junior of Suffield in ye County of Hampshire yeoman Pltt vs Moses Bagg of Springfield in ye County aforesd yeoman Deft in a plea of the Case as at large on record of ye preceeding Term and now at this Term the Pltt appears by his Attr John Worthington Esq and because the Referees to whom this Case was referred have not made any report hereby prays that ye Case may be continued under the same Rule until ye next Term and it is granted him

Warner vs Smith

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltt Noah Smith of said Hadley yeoman Deft in a plea of ye Case as at large on record of the preceeding Term and now at this Term the said Jonathan appears by Elisha Porter Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Jonathan recover against ye said Noah Eleven pounds of lawful mony damages and Cost of Court taxed at two pounds 0/7 and thereof &c
The said Noah afterwards now at this Term comes into Court by Simeon Strong Gent his Attr and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance on file it appears

Loth vs Loth

Joseph Loth of Shutesbury in ye County of Hampshire yeoman Pltt vs Jonas Loth of said Shutesbury yeoman Deft in a plea of the Case as at large on record and now at this Term ye said Joseph comes here and prays that he may withdraw his Action paying Costs
It is therefore considered by ye Court that ye said Joseph withdraw his Action and that ye said Jonas recover against ye said Joseph one pound 18/7 of lawfull mony allowed him for his Costs in defending ye Suit of ye said Joseph &c

Execon is 20th June 1769

John Moseley of Westfield in ye County of Hampshire Gentn Plt vs
Samuel Hare of said Westfield yeoman Deft in a plea of ye Case as at
large on record and now the said Parties come here and ~~because~~
the Referees to whom this Case was referred not having made any
award they humbly pray that this Case may be continued under
the same rule until ye next Term and it is granted them

Moseley vs Hare

Bildad Fowler of Westfield in ye County of Hampshire Trader Plt vs
Reynold Marvin Moor of Granville in ye County aforesaid yeoman Deft
in a plea of ye Case as recorded at large the preceeding Term & now
at this time the said Bildad comes into Court by his Attn Jonathan
Bliss Gentn and because the Referees to whom this Case was referred
have not made any award humbly prays that this Case may
be continued until ye next Term and it is granted him

Fowler vs Moor

Idem

Bildad Fowler of Westfield in ye County of Hampshire Trader Plt vs
Daniel Rose of Granville in ye same County yeoman Deft in a plea
of ye Case as at large on record of ye preceeding Term and now at this
time ye Bildad comes here by Jonathan Bliss Gent his Attorney
and ~~because~~ the Referees to whom this Case was referred not having
made any award humbly prays that ye Case may be continued
until ye next Term and it is granted him

Rose vs

Emerson Woolcot of Brookfield in ye County of Worcester Gent Plt vs
Eli Cooley of Springfield in ye County of Hampshire yeoman Deft
in a plea of ye Case as at large on record of ye preceeding Term & now
at this Time ye Parties come here and ~~because~~ the Referees to whom
this Case was referred not having made any award they humbly
pray that ye Case may be continued until ye next Term & it is Granted

Woolcott vs Cooley

Azariah Cooley of Brimfield in ye County of Hampshire yeoman
And a Deputy Sheriff under Oliver Partridge Esq Sheriff of the said
County Plt vs Nathaniel Danielson of Brimfield aforesaid
yeoman Deft in a plea of Trespass on ye Case as at large on
record of ye preceeding Term and now at this Time ye said Parties come
here by their respective Attorneys viz the pltt by John Worthington Esq
and Jonathan Bliss Gent and ye Deft by Joseph Hawley Esq & says
Nathaniel saving his plea in Abatement pleaded at ye last Term
defends &c and says that he never assumed on himself or
promised ye said Azariah in manner and form as this Writ
has alledged and thereof puts himself on the Country
And ye said Azariah by his Attorneys abovenamed reserving
Liberty to waive this demurrer and join ye Issue tendred on the
Trial at ye Superiour Court says that ye plea of ye sd Nathaniel
above pleaded and ye matters therein contained are not a
sufficient answer to this declaration and that he is not holden
by Law to answer thereto and this he is ready to verify wherefore
for want of a sufficient plea of ye said Nathaniel in this behalf
he prays judgment that his damages and Cost may be ~~adjudged~~ allowed him

Cooley vs Danielson

And

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Cooley
vs
Danielson

And the said Nathaniel says his plea aforesaid is sufficient and because the said Azariah hath not answered nor denied the same he prays judgment for his Costs — Thereupon ye premises being seen and by ye Court of ye Lord ye King now here fully understood for that it appears to ye said Court that ye plea aforesd of ye said Nathaniel and the matters therein contained are sufficient in Law to preclude the said Azariah from having his aforesd Action maintained against him ye said Nathaniel Therefore It is considered by ye Court that ye said Azariah by his plea aforesd have nothing &c It is also considered that ye said Nathaniel do recover against the said Azariah the sum of £ of lawful money ~~damages~~ allowed him with his assent for his Costs in defending the Suit of the said Azariah

The said Azariah by one of his Attornies aforesaid viz Jonathan Bliss Gentn appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for ye sd Azariahs prosecuting ye appeal with Effect as by said recognizance as on file it appears

Catlin
vs
Severance
Als

Seth Catlin of Deerfield in ye County of Hampshire Gent and a Deputy Sheriff under Oliver Partridg Esq Sheriff of ye same County Pltf vs Jonathan Severance yeoman Moses Herenton yeoman Moses Herenton yeoman Asahel Atterton yeoman Aaron Denis Junr yeoman and Aaron Scott yeoman all of Greenfield in ye County aforesd Defts in a plea of Trespass as at large on Record &c preceeding Term, and now at this Term ye Pltf appears by John Worthington Esq and Simeon Strong Gent his Attornies and ye Defts by Joseph Hawley Esq their Attorney come and defend the force and Injury &c and say that they are not guilty in manner and form as is in this Writ against them alledged and thereof put themselves on ye Country; And ye Plantiff likewise

Thereupon ye jurors of ye Jury at this time according to ye form and Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here who to say ye Truth concerning the premises being duly sworn by Mr Asahel Clap their foreman declare upon their Oath that they find for ye Pltf four pounds damages and Cost of Court — It is therefore considered by ye Court that ye Pltf recover against ye Defts four pounds of lawful money damages and Cost of Court taxed at four pounds 9 s 8 and thereof &c

The abovenamed Defts by their Attr aforesaid appeal from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing The recognizes with Sureties as the Law directs for their prosecuting the appeal with Effect as by said recognizance on file appears

Abraham Gibbs of Greenwich in ye County of Hampshire yeoman Plt vs Uriah Gibbs of Sudbury in ye County of Middlesex yeoman Deft in a plea of ye Case as at large on record, and now at this Term the said parties come here And it is ordered by ye Court that the Case be continued until ye Next Term and ye said Parties have a Day before ye Lord ye King here until ye second Tuesday of February next Ensuing

Gibbs vs Gibbs

Abel Cadwell of Westfield in ye County of Hampshire yeoman Plt vs Moses Dewey of said Westfield yeoman Deft in a plea of ye Case as at large on record of ye preceeding Term and now at this Time ye said Parties come here and humbly pray that this case may be continued until ye next Term and it is granted them

Cadwell vs Dewey

Samuel Palmer of Windsor in ye County of Hartford and in ye Colony of Connecticutt yeoman Pltff vs Gadoc Martindale of Westfield yeoman and Elijah Rogers of Springfield yeoman both in ye County of Hampshire Defts in a plea of Trespass as at large on record of ye preceeding Term; and now at this Time ye said parties come here and ye referees to whom this Case was referred now award as follows viz. We do report that ye said Gadoc and Elijah do recover of ye said Samuel Palmer Plts Cost of Courts 1s Cost of this Reference it being £1 1s 1d It is therefore considered by ye Court that ye said Gadoc and Elijah recover against ye said Samuel three pounds 6s 8d of lawful money allowed him with his Absent for his Costs in defendin ye Suit of ye said Samuel Palmer & thereof &c. Execon is ye 4th February 1769

Palmer vs Martindale & als

Samuel Johnson of Westfield in ye County of Hampshire yeoman Pltff vs John Moseley of said Westfield Gentn Deft in a plea of ye Case as at large on record of ye preceeding Term, And now the said Parties come here and because the referees to whom this Case was referred have not made any award they humbly pray that this Case may be continued under ye same rule until the next Term and it is considered by ye Court that ye said parties have a further day before the Lord the King in this Court here until the second Tuesday of February next Ensuing

Johnson vs Moseley

Jonathan Russell of Sunderland in the County of Hampshire yeoman Pltff vs Elisha Scott late of said Sunderland yeoman in a plea of ye Case as at large on record of ye Plaintiffs Deft an Absent and Absconding Debtor, And Nathan Scott of said Sunderland Agent Attorney Factor and Trustee of ye said Nathan who was ~~summoned~~ summoned to appear at ye last Term to defend ye suit of ye said Jonathan &c And now ye said Jonathan comes into Court by Simeon Strong Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye said Jonathan recover against ye said Elisha ~~and Nathan~~ nine pounds 1s 4d of lawful money damages and Cost of Court taxed at two pounds 6s 8d & thereof he may have his Execon

Execon is 16th Decr 1768

Russell vs Scott

342 Entries at this Term

Phelps vs Graham No 1

George the third &c To the Sheriff &c Whereas Charles Phelps late of Hadley in ye County of Hampshire Esqr at our Inferiour Court of common pleas held at Springfield within & for said County on the third Tuesday of May in ye seventh year of our reign brought and prosecuted his Action of Debt upon a Bond with a condition annexed for ye payment of divers Sums of Money at different times against Richard Crouch Graham of Pelham in ye same County Clerk for ye recovery of ye Sum mentioned in ye said Bond and whereon the said Charles at our said Court declared against ye said Richard Crouch That ye sd Richard Crouch at Hadley on ye first day of August 1764 by his Bond of the same date bound himself unto the said Charles in ye Sum of one Hundred & Six pounds L.M. lawful money to be paid him on demand and yt ye sd Richard had never paid him ye same sum tho often requested & whereas upon the said process judgment was given upon Default in our sd Court against ye sd Richard and ye said judgment was made up for the whole Sum and Execn was awarded thereon only for somuch of ye Debt as was then due as by ye record thereof is manifest and appears And whereas the sd Charles hath suggested to us that a further sum of Eight pounds L.M. lawful mony together with ye Lawful Interest thereof from and after ye first day of Sept 1765 is become due and payable from ye sd Richard Crouch to ye sd Charles agreeable to the Bond & Condition annexed since ye judgment aforesd was made up & Execn awarded viz: on ye 30th Day of June 1767 & And also one other sum of thirteen pounds L.M. like mony with ye Interest as aforesd is become due & payable from ye said Richard Crouch to ye said Charles as aforesd viz on ye first day of January last past, And also one other sum of of four pounds L.M. like money with ye Interest is become due & and payable from ye said Richard Crouch to ye said Charles since ye judgment aforesd viz on ye 30th Day of June last past as by ye sd Bond is fully manifest and appears and that ye said Sums with ye Interest thereof is now due and unpaid, whereof ye sd Charles hath supplicated us to provide remedy Now to ye End that justice may be done We command you that you make known to ye sd Richard that he be before our justices of our Inferiour Court of Common pleas next to be holden at Northampton on ye second Tuesday of November next to shew Cause wherefor ye said Charles ought not to have his Execn against him ye said Richard &c as in the Writ

The pltt appears by Elisha Porter Esqr his Atty and ye Deft being three times publickly called makes default of appearance in Court Therefore It is considered by ye Court that ye said Charles may have ye Writ of Execution in due form of Law against the said Richard Crouch Graham twenty seven pounds L.M. of lawful mony Debt, agreeable to ye statute in such case provided & Cost of Court taxed at one pound 7/6 ~~and there upon the~~ Execn is 3d Jan 1769

Leonard vs Williams Esq No 2

George Leonard of Springfield in ye County of Hampshire yeoman Pltff vs Elijah Williams late of Stockbridge in ye County of Berkshire Esq & Sheriff of ye same County Deft in a plea of Trespass on ye Case for that whereas one Jonathan Seymour Junr late of Hartford in the County of Hartford at Springfield on ye fifth day of Feby Anno 1769 made and Executed his certain promissory note to ye said George

George the pltt of that date and thereby for valuelled promised ysd George
to pay him the Sum of nine pounds lawfull money in twelve days
from the date thereof and afterwards viz: on ye Eighteenth Day of
September ys by the said George the pltt being minded and Intending
to recover of ysaid Jonathan ysaid Sum of nine pounds due on ys
Note purchased out of ye Clerks Office of our said Inferiour Court
our Writ of Attachment in due form of Law against said
Jonathan directed to ye Sheriff of our said County of Berkshire
his under Sheriff or Deputy wherein we commanded our said
Sheriff his under Sheriff or Deputy to attach ye Goods or Estate of
the said Jonathan and for want thereof to take his Body
if he might be found in his Precinct and him safely keep
so that he should have him before our justices of our Inferiour
Court of Common pleas then next to be holden at Northampton
within and for our said County of Hampshire on ye second Tuesday
of November then next following to answer to ys said George in
his plea of the Case for his not performing his promise aforesd
when and where we commanded him to have our said Writ with
his doings therein and afterwards to wit on ye Eighteenth day of sd
September at said Springfield he the said George yltt delivered ye
said Writ to one Elnathan Bush then and ever since an under Sheriff
or Deputy to ys said Elijah Williams then and ever since Sheriff of
said County of Berkshire to be by him duely served Executed &
returned according to Law by virtue of which said Writ of Attach
ment he ysaid Elnathan afterwards within ysame County of
Berkshire on ysame Eighteenth day of September for want of
Goods or Estate of ysaid Jonathan took and arrested ye Body of him
ysaid Jonathan and had him in his Custody & held him to
Bail for his appearance at said Court when and where ye same
Writ was returnable nevertheless he ysaid Elnathan the duty of
his said Office not regarding but contriving & intending craftily
and subtilly to deceive and defraud said George yltt in this particular
never made any return of ysaid Writ of Attachment nor of his
doings therein to our said Inferiour Court when and where ye
same was returnable as aforesaid and ysaid Jonathan hath since
doined himself to places unknown to ye pltt and ysaid George
the pltt hath not since been able to take and arrest ysd Jonathan &
obtain of him ye contents of said Note or any penny thereof
But ysame are still wholly unpaid by means of all which
he the said George yltt hath not only lost ye costs of his said
Writ and ye fees for serving and returning ysame & his Expences
of travelling & attending upon ye same Court in order to obtain
Judgment thereupon but also hath wholly lost his Debt aforesd
and ye money due and payable on sd note & ys sd George yltt
says that said Elijah is liable & chargeable in Law for the
Negligences Omissions & Nonfeasances aforesaid of his said
Deputys in his said Office and that the same are to ys Damage
of ysaid George Leonard as he saith ye sum of twelve pounds

Leonard
vs
Williams
Esquire

the

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Leonard
vs
Williams
Esquire

The pltt appears by Moses Bliss Gent his Attorney and the Deft by Joseph Hawley Esq his Attorney comes and defends &c and says that at ye time when ye Within mentioned Writ was returnable he ye Deft was very poorly and there of puts himself on ye Country with a reservation to alter this plea at ye Tryal of ye Appeal and to plead any other plea — And ye said George by his Attr above named consenting to ye Defts reservation says that ye Defts plea above pleaded and the matters therein contained is as insufficient Answer to ye said Georges Writ and declaration and that he is not holden by the Law of the Land to make any answer unto the same plea in manner as above pleaded, Wherefore for want of a sufficient plea in this particular he prays judgment that his damages and Costs may be adjudged him And the said Elijah says his plea is Sufficient

Thereupon all and singular ye premises being seen & fully understood by ye Court of the Lord ye King now here for that it appears to ye said Court that ye plea aforesaid of ye sd Elijah by him in manner and form above pleaded and the matters therein contained are not Sufficient in Law to preclude ye said George from proceeding in his said Action against the sd Elijah or from his damages and Cost Therefore it is considered by the Court that ye said George recover against ye said Elijah twelve pounds of lawful money damages and Cost of Court taxed at two pounds 1/8 &c

The said Elijah by his Attorney above named viz Joseph Hawley Esq appeals from ye judgment of this Court to the Superiour Court of judiature to be holden at Springfield in and for ye County of Hampshire on the fourth tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for the sd Elijahs prosecuting the appeal with Effect as by said recognizance on file it appears

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Smith
vs
Crawford
No 3

Abner Smith of Springfield in ye County of Hampshire Gent and Under Keeper of his Majestys Goal under the Sheriff of our sd County pltt vs William Crawford lately of South Hadley in ye County aforesaid yeoman Deft in a plea of ye Case for that said William at said Springfield on the twenty ninth day of August last past by his note of that date for Value rec'd promised said Abner to pay him four pounds 3/1 on demand with Interest &c & Also for that said William at said Springfield on the first day of October Instant was justly indebted to said Abner in the sum of 17/1 by according to ye Account annexed to ye Writ and in Consideration thereof there of said William then and there promised sd Abner to pay him ye same on demand &c as in the Writ

The pltt appears by Moses Bliss Gent his Attorney and ye Deft being three times publickly called makes default of appearance &c Therefore it is considered by the Court that ye said Abner recover against the said William five pounds 1/d of lawful money damages and Cost of Court taxed at one pound 16/8 and thereof &c

Execution is 24th Novr 1760

Zachariah Warner Junr of Springfield in ye County of Hampshire yeoman
Pltff vs William Crawford late of South Hadley in ye County aforesd
yeoman Deft in a plea of ye Case for that said William at said
Springfield on ye first day of Octo instant was justly indebted
to said Zachariah in ye Sum of seven pounds 7/0 lawful money
according to ye Account annexed to ye Writ and in Consideration
thereof said William promised said Zachariah to pay him
the same on demand &c as in the Writ

3 13

Warner
vs
Crawford.
No 4

The pltff appears by Moses Bliss Gent his Attr and ye Deft being
three times publickly called makes default of appearance here
It is therefore considered by ye Court that ye Pltff recover
against ye said William Seven pounds 7/0 of lawful money
damages and Cost of Court taxed at one pound 16/10/1 thereof &c
Execon is 3rd Decr 1769

Charles Ward Apthorp of the City of New York in ye County and
Province of New York Esqr and Grizzel Apthorp of Boston in ye
County of Suffolk Widow Administrators of all & singular the
Goods Chattels rights and Credits of Charles Apthorp late of sd
Boston Esq Decd intestate Pltfs vs Thomas Brinley of Boston aforesd
Merchant Edward Brinley of Roxbury Gentleman both in ye
County of Suffolk and Nathaniel Brinley of Framingham
in ye County of Middlesex Gentleman Administrators of all &
singular the Goods Chattels rights Credits and Estate of Francis
Brinley late of said Roxbury Esq Decd Intestate Defts in a plea
of Ejectment wherein the said Charles Ward and Grizzel demand
of the said Thomas Edward and Nathaniel the possession of the
several Lotts or Tracts of Land following all lying in Blandford
in ye County of Hampshire Viz Lott No 4 containing five
Hundred Acres Lott No 8 containing five Hundred Acres
Lott No 14 Containing five Hundred Acres Lott No 18 containing
five Hundred Acres Lott No 22 Containing three Hundred Acres
Lott No 26 containing Three Hundred and Seventy five Acres
Lott No 30 Containing three Hundred Acres Lott No 34 Containing
five Hundred Acres Lott No 38 Containing five Hundred Acres
And Lott No 42 Containing five Hundred Acres — Whereupon
the said Charles Ward & Grizzel say that ye said Francis in his life
time to wit on ye 24th Day of April 1754 being seized in his demesne
as of Fee of one full Quarter or Fourth part of of all ye Lands situate
in ye Township of said Blandford Excepting ye rights of Josiah Shelden
and the Heirs of Joshua Leavitt Decd such Lands as had been
granted to ye first Settlers did by his deed of that date in Court to
be produced Convey ye said Quarter or Fourth of all ye Lands in
said Township in Blandford to ye said Charles Apthorp in his
Life Time to hold to him and his Heirs and Assigns forever
upon Condition Nevertheless to be void if ye said Francis
his Heirs Excors or Admrs should pay to ye said Charles Apthorp
his Excors Admrs or Assigns the Sum of Eight Thousand Spanish
Milled Dollars of full weight with Lawfull Interest for the same on
or before the twelfth ninth day of April other next after ye date of said Deed according to the Tenor

Apthorp &c
Admrs
vs
Brinley &c
Admrs
No 5

Apthorp
adm^rs vs
Brinley Esqr
Admrs

Tenor and true Intent of said deed And the said Several Lotts of land had been sett of in severalty to y^d said Francis in his Life Time of his part or share in said Township of Blandford Now the said Charles Ward and Grizzel in fact say that y^d said Francis in his Life Time did not pay the said Sum of Eight Thousand Dollars and the Interest thereof to y^d said Charles Apthorp in his Life Nor to his Admrs since his death Wherefore they y^d said Charles Ward and Grizzel ought to be in possession of the said demanded premises to administer thereon according to Law But the said Thomas Edward and Nathaniel have unjustly Entered therein to and still hold the said Charles Ward and Grizzel out therefrom in delay of the Administration aforesd And To the damage of y^d Charles Ward and Grizzel Three Thousand pounds, The pltts appear by John Worthington Esq and the Defts being three times publickly called make default of appearance in Court — Therefore it is considered by the Court that y^d said Charles Ward and Grizzel administrators recover against the said Thomas, Edward & Nathaniel administrators the Lands demanded and may have Execution in due form of Law for the Possession thereof & in Case that they dont pay the Sum of two Thousand and Fifty Eight pounds 11/5½ of lawful money within two months from this Time and for Cost of Court taxed at £4.10.0 ~~[illegible]~~

Execon is for posson 20th May 1769

Williams
vs
Mitchel
No 6

Thomas Williams of Deerfield in the County of Hampshire Esq Plt vs Joseph Mitchel of Ashfield in the County aforesaid yeoman Deft in a plea of the Case for that said Joseph at said Deerfield on ye first day of August Anno 1764 by his note of that date for Value rec promised the said Thomas to pay him or his order Seven pounds 12/11½ on demand with Interest till paid Also for that said Joseph on the 19th Day of August 1766 by his other note of that date for Value rec promised the said Thomas to pay him or order one other Sum of 13/0 on demand with Interest till paid, Also for that said Joseph at s^d Deerfield on the last day of August last past owed the said Thomas 13/1 for Sundry Articles of Book Acct according to y^d Acct annexed to y^d Writ And in Consideration whereof said Joseph promised s^d Thomas to pay him y^d last said Sum on demand &c as in the Writ

The pltt appears by Jonathan Ashley Junr Esqr his Atty and Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y^d Court that y^d said Thomas recover against the said Joseph Eleven pounds 1/11½ of lawful money Damages and Cost of Court taxed at one pound 10/10 and thereof &c

Execon is 16th Nov 1766

Palmer
vs
Weller
No 7

Judah Palmer Junior of Westfield in ye County of Hampshire yeoman Plt vs Ebenezer Weller of said Westfield yeoman Deft in a plea of Trespass for that y^d said Ebenezer at said Westfield on ye 29th Day of June last past by his note of that date for Value there rec promised the s^d Judah Palmer Junior to pay him the sum of four pounds lawful money by the first day of the then next September following ye Date of ye same note with ye lawful Interest from ye first of September last until paid Yet y^d Ebenezer tho often thereto requested hath not performed his said promise altho the day for ye payment of ye same note has long since past But he hitherto hath and still doth neglect to do it To ye Damage of ye said Judah the Sum of five pounds — The

Palmer vs Weller

The Pltt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that ye said Judah recover against the said Ebenezer three pounds 6s 8d lawful money damages and Cost of Court taxed at one pound 11s 1d and therefor &c
The said Ebenezer afterwards now at this Time comes here by Joseph Hawley Esq his Attorney and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for ye said Ebenezers prosecuting ye appeal with Effect as by said recognizance on file it appears

Gay vs Thrall No 8

Richard Gay of Symsbury in ye County of Hartford and Colony of Connecticutt yeoman Pltt vs Samuel Thrall lately of Windsor in ye County aforesaid yeoman Deft in a plea of the Case for that ye said Samuel at Northampton on ye 7th Day of February 1768 by his note of that date for Value there rec'd promised the said Richard to pay him the Sum of two pounds lawful money on demand with the lawful Interest for the same till paid Yet the said Samuel tho' often thereto requested hath not performed his said Promise But he wholly denys to do it To ye damage of the said Richard the sum of three pounds &c The pltt appears by John Phelps Gent his Attr and ye Deft being three times publickly called to come into Court makes default of appearance here His therefore considered by the Court that ye sd Richard recover against the said Samuel two pounds 15s of lawful money damages and Cost of Court taxed at two pounds 8s 8d therefor &c
The said Samuel afterwards now at this Time comes here by Joseph Hawley Esq his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfd in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for ye said Samuels prosecuting ye Appeal with Effect as by said recognizance on file it appears

Strong vs Thrall No 9

Nehemiah Strong lately of Simsbury in ye County of Hartford Colony of Connecticutt Now of Hatfield in ye County of Hampshire Clerk Pltff vs Samuel Thrall lately of Windsor in ye County of Hartford aforesd yeoman Deft in a plea of ye Case for that ye said Samuel at a place called Turkey Hills in Symsbury viz at Northampton on ye 13th Day of August 1769 by his writing under his own hand of that date for Value rec'd promised the said Nehemiah to pay to him ye sum of nine pounds 10s lawful money at or before the 13th Day of August 1770 at ye end of one full Year from ye Date of said Note with ye lawful interest for the same till paid Yet the said Samuel tho' often thereto requested hath not performed his said Promise altho' ye Day for the payment of ye same Note has long since pass'd But he wholly denies it To ye damage of ye sd Nehemiah twelve pounds &c The pltt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court

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Strong vt Frall

Court that the said Nehemiah recover against ye said Samuel
ten pounds 1/11¼ of Lawful money damages and Cost of Court taxed
at one pounds 13/0 and thereof he may have his Execution
The said Samuel afterwards at this Term comes into Court by
Joseph Hawley Esquire his Attorney and appeals from ye judgment
of this Court to ye Superiour Court of Judicature to be holden at
Springfield within and for ye County of Hampshire on ye fourth
Tuesday of September next Ensuing and he recognizes with
Sureties as the Law directs for the said Samuels prosecuting
the appeal with Effect as by said recognizance on file it appears

Howe vt Lee

Sylvanus Howe of Belchertown in ye County of Hampshire Husbandman
Pltt vs Phinehas Lee of said Belchertown Husbandman Deft in a plea
of Trespass on the Case whereupon the said Sylvanus Complains that
whereas he the said Sylvanus on the first day of September last at
10 Belchertown aforesaid was possessed of Ten Sheep of ye Price of four
pounds lawful money of this our Province of ye Massachusetts Bay
in New England as of his own proper Goods and Chattels being
so thereof possessed the said Sylvanus the said Ten sheep afterwards viz
on the second day of September aforesaid at Belchertown aforesaid
out of his hands and possession did casually did casually lose two
of them deprived which said Ten Sheep afterwards to wit on ye thirteenth
day of September aforesaid by finding came into ye hands and possession
of the said Phinehas Nevertheless the said Phinehas knowing ye said
Sheep to be the proper Sheep of ye said Sylvanus and to him the said
Sylvanus of right to belong and appertain contriving & Intending
Craftily to defraud ye said Sylvanus in this particular the said ten
Sheep to ye said Sylvanus altho thereto often required hath not
delivered but ye said Ten Sheep afterwards that is to say ye thirteenth day
of Octo Current at Belchertown afores ye said Phinehas to his own proper
use and Benefit did convert and Dispose, To ye Damage of the said
Sylvanus Ten pounds ~~~ The pltt appears by Joseph Hawley
Esq his Attorney and ye said Phinehas by Simeon Strong Gent his Attor
comes & Defends &c and reserving Liberty to waive this plea & make a
new plea or Tryal of ye appeal pleads & says he is not guilty in manner
& form as ye Pltt in his declaration has alledged & thereof puts himself on
the Country And ye said Sylvanus agreeing to ye reservation of ye said
Phinehas likewise ~ Thereupon ye Jurors at this Time according
to ye form and Effect of ye Statutes in this Case provided returned &
impanelled being demanded likewise come here who to say the
Truth concerning the premises being duly sworn by Mr Ahasel
Clap their foreman declare upon their Oath that they find for ye Pltt
Ten lawful mony damages and Cost of Court ~ It is therefore considered
by ye Court that ye said Sylvanus recover against ye said Phinehas Ten of
lawful mony Damages and Cost of Court taxed at four pounds 5/0 & thereof &c
The said Phinehas in person appeals from ye judgment of this Court to
the Superiour Court of Judicature to be holden at Springfield in and for
ye County of Hampshire on ye second Tuesday of September next Ensuing
And he recognizes with a Surety as ye Law directs for his prosecuting the
appeal with Effect as by said recognizance on file appears

Obadiah Dickinson of Hatfield in ye County of Hampshire Gent Ptff vs Elisha Nash of Granby in ye County aforesaid yeoman Deft in a plea of the Case for that said Nash at Springfield on the Tenth day of July 1769 by his note of hand of that date for Value rec promised said Obadiah to pay to him or his order the Sum of one pound 10/ ye lawful money on demand with the Lawful Interest for the same until paid yet said Elisha tho often thereto requested hath never paid the same or any part thereof But wholly neglects and denys to do it To the damage of the said Obadiah the sum of Six pounds

Dickinson vs Nash

The Ptff appears by Thomas Bridgman Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Obadiah recover against ye said Elisha two pounds 10/ ye lawful mony damages and Cost of Court taxed at one pound 10/ and thereof &c

The said Elisha afterwards at this Term comes into Court by Joseph Hawley Esq his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield at Springs in and for the County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for ye Elisha's prosecuting ye Appeal with Effect as by said recognizance on file it appears

Elisha Loot of Montague yeoman Samuel Blodget Physician Moses Billings yeoman John Gunn yeoman all of Sunderland & Jonas Loth of Shutesbury Carpenter all in the County of Hampshire all jointly negotiating & trading in Potash in Shutesbury Ptfs — Ebenezer Loth of Erving shire in ye County aforesaid yeoman Deft in a plea of the Case for that whereas the said Ebenezer at Montague aforesd on ye 16th Day of Decr 1769 by his note of that date for Value rec promised the said Elisha, Samll Moses, John and Jonas to pay them five pounds 11/ lawful money on demand with Interest till paid &c as in ye Writ

Loot & Comy vs Loth

The Ptfs appear by William Billings Gent their Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Elisha & Comy recover against the said Ebenezer six pounds 10/ of lawful mony damages and Cost of Court taxed at one pound 11/ and thereof &c

John Bolter Hubbard of Brimfield in ye County of Hampshire yeoman Ptff vs Phinehas Hide of ye Brimfield yeoman Deft in a plea of the Case for that said Phinehas at said Brimfield on ye Fifteenth Day of August 1769 by his note of that date for Value rec promised the said John Bolter to pay him ten pounds lawful mony on demand with Interest till paid &c as in the Writ

Hubbard vs Hide

The Ptff appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said John Bolter recover against the said Phinehas ten pounds two shillings and four pence of lawful mony damages and Cost of Court taxed at two pounds and two pence and thereof &c — Exeon is 21st Decemr 1769

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Webber vs Weld

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William Webber of Brimfield in the County of Hampshire Yeoman Plff
Joshua Weld of Sturbridge in ye County of Worcester yeoman Deft in a plea
of the Case for that said Joshua at said Brimfield on the ninth day
of April A D 1786 by his note of that date for value rec'd promised
said William to pay him or his order the sum of five pounds lfo
lawful money in manner following that is to say three pounds
thereof within three Weeks from the date of said Note with Interest
for the same till paid and the remainder thereof at ye End of two
Months from said date with lawful interest for the same till
paid, yet said Joshua tho' often requested hath never paid ye Contents
of said Note or any part thereof But refuses & neglects to do it to ye
damage of the said William Eight pounds

The pltt appears by Simeon Strong Gent his Attr and ye Deft being
three Times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said William recover
against ye said Joshua five pounds 11/7 3/4 of lawful money
damages and Cost of Court taxed at two pound 0/6 thereof &c

The said Joshua afterwards at this Term come hereby Elisha Wetmore
Esq his Attr and appeals from ye judgment of this Court to ye Supreme
Court of judicature to be holden at Springfield in and for ye County
of Hampshire on ye fourth Tuesday of September next ensuing
And he recognizes with Sureties as ye Law directs for ye Joshuas
prosecuting ye Appeal with Effect as by said recognizance on
file it appears

Ingram vs Gray

Elisha Ingram of Amherst in ye County of Hampshire Trader Plff
William Gray of Pelham in ye County aforesd yeoman Deft in a plea of
Case for that said William at said Amherst on ye 26th Day of March 1786
by his note of that date for value rec'd promised ye said Elisha to pay him
three pounds lfo on ye first day of April 1786 with Interest from and
after said Time of payment till paid, yet ye said William tho' often
requested hath never paid ye same or any part thereof but neglects it
to ye damage of ye said Elisha five pounds The pltt appears by
Simeon Strong Gent his Attr and the said William by Elisha Porter Esq
his Attorney comes and defends &c and for plea says that ye said Elisha
ought not to have or maintain his said Action against him be
cause he says that at ye time of ye purchase of ye Pltts Writ there was
not and now is not ye sum of of 40/ lawful money due from ye said
Willm to ye said Elisha upon ye note declared on and that ye said Elisha
ought to have brought his Action upon ye said Note before some one of
his Majestys Justices in and for said County & not before this Honble
Court all which ye said William is ready to verify Wherefore he prays
judgment whether ye said Elisha ought to have or maintain his said Action
against him & that ye said Elisha of his said Action may be Barred
And the said Elisha by his Above named Attr says that Notwithstanding
any thing by said Willm in his plea above pleaded alledged he ought not to
be barred of having or maintaining his said Action against ye said
Willm because he says that ye said Willms plea and ye matter therein contained
are insufficient in Law to answer ye said Elishas declaration to which
plea & ye matters therein contained ye said Elisha hath no necessity nor is
any wise bound by ye Law of ye Land to answer and this he is ready to
verify

Verify Wherefore because the said ~~Elisha~~ William hath not answered the sd Elishas declaration nor any ways denied the same the said Elisha prays judgmt for his damages and Cost & sd Wm says his plea is Sufficient

Ingram vt Gray

Thereupon all & singular the premises being seen & fully understood by sd Court of the Lord & King now here for that it appears to sd Court that sd plea aforesaid of sd said William & sd matters therein contained are not sufficient in Law to preclude sd Elisha from proceeding in his said Action against the said Wm or from his Damages and Cost Therefore it is considered by sd Court yt the said Elisha recover agt the said William one pound 13/2 of lawful money damages & Cost of Court taxed at one pound 11/1 and therefor &c

The said William by his Attr above named appeals from sd judgmt of this Court to sd Superiour Court of Judicature to be holden at Springfield in and for sd County of Hampshire on sd fourth Tuesday of Septr next ensuing & he recognizes with Sureties as sd Law directs for sd Willm prosecuting sd appeal with Effect as by said recognizance on file it appears

White vt Pendell 17

Joel White of Bolton in sd County of Hartford and Colony of Connecticut Gentr Attor Elisha Pendell late of Windsor in sd County aforesd yeoman Deft in a plea of sd Case for that sd Elisha at Northampton in sd County of Hampshire on sd last day of June last past being justly indebted to sd said Joel sd Sum of two pounds 11/0 to ballance Book Acct according to sd Acct annexed to sd Writ in Consideration thereof said Elisha promised sd Joel to pay him sd same on demand &c as in sd Writ

The pltt appears by Justin Ely Gent his Attr & sd Deft being three times publickly called makes default of appearance in Court Therefore it is considered by sd Court that sd said Joel recover against sd said Elisha two pounds 11/0 of lawful money damages and Cost of Court taxed at two pounds 3/8 and therefor &c

Ex is 29th Nov 1766

Phelps vt Phelps 22

Nathaniel Phelps of Northampton in sd County of Hampshire Attor Solomon Phelps late of Hadley in said County Gent Deft in a plea of sd Case for that said Solomon at Northampton on sd 14th Day of Feby 1766 by his note of that date for Value rec promised sd Nath to pay him three pounds 18/8 at sd end of six months &c as in sd Writ

The pltt appears by Daniel Hitchcock Gent his Attr and sd Deft being three times publickly called makes default of appearance in Court Its therefore considered by sd Court yt sd Nathaniel recover against the said Solomon three pounds 18/8 of Lawful money Damages and Cost of Court taxed at one pound 6/10 therefor &c

Ex con is 5th Dec 1766

Robinson vt Haskins 24

Amos Robinson of Lebanon in sd County of Windham in sd Colony of Connecticut yeoman Pltt vs Daniel Haskins late of Norwich in sd County of New London and Colony aforesaid yeoman Deft in a plea that sd Daniel render unto him sd Amos the sum of Eight pounds 15/10 lawful money which to him he owes and from him unjustly detains And whereon the said Amos ~~complains~~ saith that at a place called Windham viz at Northampton at our Inferiour Court of common pleas holden there on the fourth Tuesday of June last past the sd Amos by sd judgment of sd same Court recovered against sd Daniel five pounds 12/3 lawful money for his damage by reason of sd Daniels not ~~regarding~~ render unto sd Amos so much money which he before that time owed unto him & also for the sum of three pounds 3/7 litre money for his Costs & Charges by him about his suit

Robinson vs Haskins

Suit in that behalf expended whereof ye said Daniel is convicted as by ye Record thereof in Court to be produced is manifest and appears Which judgment yet remains in full force & effect not satisfied nor reversed And ye said Amos afterwards to wit on ye ninth day of July last past at Windham aforesd sued out of our Inferiour Court of common pleas our Writ of Execon against ye said Daniel for ye levying ye Sums aforesd as aforesd recovered and satisfying ye same unto ye said Amos directed unto ye Sheriff of our County of New London or his Deputy or to either of ye Constables of New London which same Execon the said Amos afterwards to wit on ye ninth day of July delivered unto one of ye Constables of said Norwich to serve and Execute and ye said Constable afterward to wit on ye first day of August last past made his Return of said Execon into our said Inferiour Court in manner following to wit that he could not find ye Body of ye said Daniel nor any of his Estate in his Precinct wherewith to satisfy said Execon altho he had made diligent Search therefor as by ye said Execon and ye Return thereof in Court to be produced also appears, Whereby Action hath accrued unto ye said Amos to demand shave of ye said Daniel ye Sums aforesaid in form aforesd recovered — amounting in ye Whole to Eight pounds 13/10 Lawful money yet the said Amos tho often thereto requested hath never paid said Sums or any part thereof But unjustly neglects it To ye damage of ye said Amos twelve pounds — The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Amos recover against ye said Daniel Eight pounds 19/7½ lawful money Debt & Cost of Court taxed at two pounds 16/4 thereof — The said Daniel afterwards at this time comes here by Daniel Hatch his Gent his Attr and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Lyme Fieldinand for ye County of Hampshire on ye fourth Tuesday of Septmbr And he recognizes with Sureties as ye Law directs for his prosecuting the appeal with Effect as by said recognizance on file it appears

Fuller vs Daniels

Ebenezer Fuller late of Shutesbury in ye County of Hampshire now of a place called Putney in ye Province of New York yeoman Pltf vs Nathll Daniels of Worthington in ye County aforesd Gent Deft in a plea of ye Case for that said Nathll at said Northampton on ye last day of Decr 1763 Owed ye said Ebenezer ye Sum of twelve pounds lawful money for Sundry Articles of Cart according to ye Cart annexed to ye Writ in Consideration thereof promised said Ebenr to pay him ye same on demand &c as in ye Writ The pltt ~~appeared by Daniel Hatch his Gent his Attr and withdrawing his action and~~ having discontinued his suit aforesaid ye Deft comes and prays that his Costs may be adjudged him, His therefore considered by ye Court that the said Nathaniel recover against ye said Ebenezer two pounds 8/1 of lawful money allowed him for his Costs in defending ye Suit of ye said Ebenezer and thereof &c Execon is 15th Decr 1764

The foregoing Judgments appeals &c being made and entered up in manner aforesaid the said Court was adjourned without Day —

Attest Wm Williams Clerk

Hampshire ss — Anno Regni Georgii Tertii Regis magnæ Britaniæ Franciæ et Hiberniæ Nono — February

At his majestys Inferiour Court of Common pleas begun and held at Northampton within & for the County of Hampshire on ye Second Tuesday of February being the 14th Day of the s^d Month and sde die in diem to Saturday ye 18th day of the said month Anno Domini 1769 — Jerm 1769

Present

Israel Williams
Oliver Partridge
Timothy Dwight Junr
Thomas Williams
Esqrs

Now commissionated & Sworn according to Dedimus

Jury for Trials

Elipht Hunt Foreman — Northampton
Simeon Parsons — Northampton
Obadiah Janes — Northampton
Ebenezer Bliss 3d — Springfield
Salmon Dickinson — Hatfield
Daniel White Junr — Hatfield
Benjamin Sexton — Westfield
Noah Wright — Deerfield
Elijah Smith — Sunderland
Seth Lyman — Northfield
Alexander Conkey — Pelham
Pelatiah Smith Junr — Amherst
Stephen Sheldon returned ~~[illegible]~~ excused — South~~[illegible]~~ Hampton

Be it remembered that William Williams of Hatfield Esq was by the Court of the Lord the King now here appointed Clerk of the Inferiour Court of Common pleas for the County of Hampshire and was now sworn truely and faithfully to perform all things which belong to the Duty of his said Office according to his best Understanding and agreeable to ye Law —

Attest Dwight Junr Cler

Continued Actions

Joel Ely yeoman and Benjamin Leonard Junr yeoman both of Springfield in the County of Hampshire Pltfs vs John Townley of Hartford in the County of Hartford and Colony of Connecticut Trader Deft in a plea of the Case as heretofore recorded at Large & now at this Time the parties come here and the Referees to whom this Case was referred now report in ye following manner viz We do award that the said Joel Ely and Benjamin Leonard Junr shall recover of ye said John Townley ye Sum of thirty eight pounds 19/9¾ wh we find ye said John owes the said Joel and Benjamin & also ye Cost of Court and also Cost of this Reference — It is therefore considered by the Court that the said Joel and Benjamin recover against the s^d John the Sum of thirty Eight pounds 19/9¾ of lawful money damages & Cost of Court and Reference in ye Whole taxed at Seventeen pounds 19/8 & the cost of the Reference is 23d Feby 1769 — Ely & Leonard vs Townley

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Dewey vs Leonard

Moses Dewey of Westfield in the County of Hampshire yeoman Plt vs Joseph Leonard Inn of Springfield in the County aforesaid Gent Deft in a plea of the Case as at large on record now at this Time ys Parties come here and because the Referees to whom this Case was referred have not made any Award they humbly pray that this Case may be continued until ys next Term under the same rule dit is granted them

Bridgham & als vs Tinker

Nathan Bri gham of Southborough in the County of Worcester Gent John Warren of Marlborough in ys County of Middlesex Gent and Jabez Rice of the same Marlborough Husbandman Plts vs Phineha Tinker of Granville in ys County of Hampshire yeoman Deft in a plea &c as at large on record of ys preceding Terms and now at this Time ys ~~Plts~~ come here by Joseph Hawley Esq their Attr and ys Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that the sd Bri gham Warren & Rice recover against the said Tinker three fourth parts of ys Tenement and premises demanded in ys Original Writ and Cost of Court taxed at seven pounds 7/10 and thereof &c

Idem vs Lord

Nathan Bri gham of Southborough in ys County of Worcester Gent John Warren of Marlborough in ys County of Middlesex Gent and Jabez Rice of ys same Marlborough Husbandman Plts vs John Lord of Granville in the County of Hampshire yeoman Deft in a plea &c as at large on record and now at this Time the plts appear by Joseph Hawley Esq their Attr and the Deft being three times publickly called makes default of appearance in Court His therefore considered by ys Court that ys said Bri gham Warren and Rice ~~[illegible]~~ do recover against ys John Lord ~~the~~ three fourths of ys premises &c demanded in ys Original Writ and Cost of Court taxed at Seven pounds 7/10 and thereof &c

Idem vs Dunham

Nathan Bri gham of Southborough in ys County of Worcester Gent John Warren of Marlborough in ys County of Middlesex Gent and Jabez Rice of ys same Marlborough Husbandman Plts vs Jabez Dunham of Granville in ys County of Hampshire yeoman Deft in a plea &c as at large on record, And now the plts come here by Joseph Hawley Esq their Attr and ys Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ys Court that the said Bri gham, Warren and Rice recover against ys Dunham three fourths of ys premises demanded in the Original Writ and Cost of Court taxed Seven pounds 7/10 and thereof &c Execon is 1st Nov 1769

Gibbs vs Gibbs

Jacob Gibbs of Greenwich in ys County of Hampshire Gent Appellt vs Thomas Gibbs of said Greenwich ys second yeoman Appellee in a plea of the Case as at large on record of the preceding Terms and now at this Term ys said Parties come here and ys Referees to whom this Case was referred now report as follows viz We do Award & determine that ys said Jacob Gibbs the original Deft recover of ys Thomas Gibbs 2d ys Original Plt Cost of Brt 2d of this Arbitration taxed at two pounds 10/10 — His therefore considered by the Court that ys Jacob recover against the sd Thomas Cost of Court & of Reference in the whole taxed at ten pounds 12/1 and thereof &c

Execon is 30th Sept 1769

Daniel Fowler of Westfield in the County of Hampshire yeoman Pltff
Bildad Fowler of sd Westfield yeoman Deft in a plea of the Case as at
large on record of the preceding Terms, and now the said Parties come
here and because the referees to whom this Case was referred have
not made any award they humbly pray that ye Case may be
further continued under ye same rule until ye next Term and it
is granted them

Fowler
vs
Fowler

Samuel Hains of Westfield in the County of Hampshire yeoman
Pltff vs Bildad Fowler of sd Westfield yeoman Deft in a plea of the Case as
at large on record of the preceding Term, And now the said Parties
come here and the referees to whom this Case was referred now report
as follows viz: We judge and determine that there is justly due
from the said Samuel Hains to ye said Bildad Fowler Debt or
damages the just Sum of four pounds 4/0 And that ye sd Samuel
the pltff pay Cost of Court and of this reference — Therefore it is
considered by ye Court that ye said Bildad recover against ye sd Samuel
four pounds 4/0 of lawful money damages and Cost of Court and of
reference in the whole taxed at three pounds eight & there of execution
issue 10th March 1769

Hains
vs
Fowler

Jacob Hatheway Junr of Suffield in the County of Hampshire
yeoman Pltff vs Moses Bagg of Springfield in ye County aforesaid
yeoman Deft in a plea of the Case as heretofore recorded at large
And now the Pltff appears by John Worthington Esq his Attorney
~~because~~ the referees to whom this Case was referred not having
made any award humbly prays that this Case may be
continued under the same rule until the next Term and it is
granted ~~them~~ him

Hatheway
vs
Bagg

John Moseley of Westfield in the County of Hampshire Gent Pltff vs
Samuel Hare of said Westfield yeoman Deft in a plea of the Case
as heretofore recorded at large and now the pltff appears by John
Phelps Gent his Attorney and by reason of the referees to whom this
Case was referred not having made any award he humbly pray
for a continuance under the same rule until the next Term &
it is granted him

Moseley
vs
Hare

Bildad Fowler of Westfield in the County of Hampshire Trader
Appt vs Reynold Marvin Moor of Granville in ye County aforesd yeoman
Appll in a plea of the Case as heretofore recorded at large And now
at this Term the said Bildad being three times publickly called to
come into Court and prosecute his said Action is Nonsuit and sd
Reynold Marvin likewise defaulted & ye Action accordingly dismissed

Fowler
vs
Moor

Bildad Fowler of Westfield in ye County of Hampshire Trader Appt vs
Daniel Rose of Granville in ye County aforesaid Appll in a plea of the
Case as at large on record of the preceding Terms and now the said
Bildad being three times publickly called to come into Court &
prosecute his Action against ye said Daniel is Nonsuit and ye sd Daniel
likewise defaulted & ye Action is accordingly dismissed

Fowler
vs
Rose

Woolcott vs Cooley

Emerson Woolcott of Brookfield in the County of Worcester Gent Ptff vs Eli Cooley of Springfield in the County of Hampshire yeoman Deft in a plea of the Case as at large on record of the preceeding Term now at this Term the parties come here and the referees to whom this Case was referred now report as follows viz. We Award that the said Emerson pay said Eli Cost of Court and Cost of Reference being 18/ His therefore considered by the Court that ye said Eli recover against the said Emerson his Cost of Court and referencing Whole taxed at three pounds 3/0 and therefore Ex is 10th March 1789

Gibbs vs Gibbs

Abraham Gibbs of Greenwich in ye County of Hampshire yeoman ptt vs Uriah Gibbs late of said Greenwich now of Sudbury in ye County of Middlesex yeoman Deft in a plea of the Case as here tofore recorded at large and now at this Term ye sd Parties come here and the referees to whom this Case was referred now report &c And it is ordered by the Court that this Case be continued under ye same rule until the next Term and the said Parties have a further day before ye Lord ye King here until the third Tuesday of May next Ensuing

Cadwell vs Dewey

Abel Cadwell of Westfield in the County of Hampshire yeoman Ptff Moses Dewey of sd Westfield yeoman Deft in a plea of the Case as here tofore recorded and now at this Time come before the Court now the before named Abel and Moses by their Council and agree to refer the Case to the Final determination and award of Samuel Mather Physician Daniel Mosely yeoman and Samuel Noble yeoman all of Westfield or any two of them (Arbitrators mutually chosen by the said Parties) to be made upon the premises & returned into this Court so soon as may be And James Noble of Pittsfield yeoman agrees to become a party to the same rule and the sd parties agree to refer to the same Persons Arbitrators above named to consider and determine if a judgment of this Court the said James Noble recovered against the said Dewey upon notes signed by Robert Blair & indorsed over by said Dewey was for more than it ought to have been or not wh Noble and Dewey Dispute and if for too much to award so much to be paid by said Cadwell and Noble or either of them to said Dewey or that judgment shall be found more than is just, Also ye parties refer to ye same referees the said Nobles demand against ye said Dewey of ye Cost of a suit ye said Noble recovered against Robert Blair wh sd Dewey had to collect

Johnson vs Mosley

Samuel Johnson of Westfield in the County of Hampshire yeoman Ptff vs John Mosely of said Westfield Gentleman Deft in a plea of the Case as heretofore recorded at large. And now at this Term The ptantiff comes here by John Worthington Esq his Attorney And the referees to whom this Case was referred not having made any award humbly prays that this Case may be continued under the same rule until the next Term ~

And it is considered by the Court that the said Parties have a further day in this Court here until the third Tuesday of May next Ensuing.

Billing vs Belding No 1

Joseph Billing of Hatfield in the County of Hampshire Gent Pltff vs Reuben Belding of said Hatfield yeoman Deft in a plea of the Case for that said Reuben at said Hatfield on the first day of August last past was indebted to ye said Joseph in ye Sum of Sixty pounds lawful money for so much money by Reuben to said Joseph & to the said Josephs use there before that Time had & rec and being so indebted said Reuben in Consideration thereof pro mised the said Joseph to pay him ye same Sum whenever afterwards he should be thereto requested &c as in the Writ — The said Joseph the pltff being now three times publickly called to come in Court and prosecute his said Action is nonsuit, And the Deft comes into Court and humbly prays that his Costs may be adjudg to him His therefore considered by the Court that the said Reuben recover against the said Joseph Ten Shillings and Six pence allowed him with his Absent for his Cost in defending the Suit of ys Joseph &c

Nash Appt vs Tapping No 2

Eleazer Nash Appt vs George Tapping Appll — The parties come here by their respective Attorneys viz: Simeon Strong Esq and Daniel Hitchcock Gent, and ~~the papers were never brought into Court~~ pray that the Action may be continued until the next Term & it is granted them — but because the papers were never filed the Case is not recorded at large

Johnson vs Mayo No 3

Daniel Johnson of Westmerland in the province of New Hampshire yeoman Pltff vs John Mayo of Warwick in the County of Hampshire yeoman Deft in a plea of the Case for that said John at Warwick afores on ye Second day of July 1766 by his note of that date for Value rec promised said Daniel to pay him two pounds 2/0 in two months from the date &c as in the Writ — The pltff appears by Daniel Jones Esq his Attr and the Deft being three times publickly called makes default of appearance in Court — His therefore considered by the Court that the said Daniel the Plt recover against the said John two pounds 2/0 of Lawful money damages and Cost of Court taxed at two pounds 8/6 thereof &c Exeon is 11th March 1769

Billing vs Fitch No 4

Joseph Billing of Hatfield in ye County of Hampshire Gent Pltff vs William Fitch late of said Hatfield Gent Deft in a plea of the Case for that whereas the said William at Hatfield afores by his Note on the 26th Day of May last for Value rec promised ys Joseph to pay him three pounds 6/0 on demand with Interest &c Also for that s William on ye first day of August last at Hatfield afores for thirty Shillings lawful money then and there borrowed & rec by the said William of the said Joseph promised the said Joseph to pay him the said Sum of thirty Shillings on Demand &c as in ye Writ The pltff appears by Joseph Hawley Esq his Attorney & ye Deft being three times publickly called makes default of appearance in Court His therefore considered by the Court that ys Joseph with his absent recover against the said William three pounds 18/9½ of lawful money damages and Cost of Court taxed at one pound 9/0 and thereof &c Exeon is 24th Feby 1769

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Bridgham & al vs Holcomb

No 5

Nathan Bri gham of Southborough in the County of Worcester Gent Uriah Eager of Marlborough in the County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Lice of ye Marlborough Husbandman Pltfs vs Ezra Holcomb lately dwelling on a Tract of Land in the County of Hartford in ye Colony of Connecticutt in New England and adjoining to Granville in the County of Hampshire called the Wedge yeoman Deft in a plea whereon ye Pls Bridgham, Eager, Warren and Lice demand against the said Holcomb the Lands and Tenements in the said Granville with ye appurtenances included within ye following Lines that is to say the Southerly Line of ye Pls Lands begins at the South East Corner of a Tract of Land in the said Granville now held by one Sam Trall lately in the possession of one Timothas Perkins and runs East nine degrees South about 153 rods in the Line between our Province of the Massachusetts Bay in New England and our Colony of Connecticutt called the Colony Line to ye road in ye Granville called the Simsbury road, Thence the Easterly Line runs Northerly by the said Simsbury road about 119 rods to Land held by one Timothas Tinker — Thence the West Line runs Westerly by the said Tinkers Land 40 rods. Thence the next Line runs South Ten rods thence ye the next line runs Westerly by ye said Tinkers Land to ye Land held by the said Trall thence the next Line runs South 24 degrees West by the said Tralls Land to ye first Station above as their right and Inheritance and into which the said Holcomb has no Entry but by the Disseisin which he unjustly and without judgment within twenty years now last past thereof made and Committed to them ye said Demandants and one Thomas Bri gham lately of Marlborough aforesaid Husbandman Dec in his Life time — Whereupon they the Demandants say that they together with ye said Thomas Bri gham Dec in his Life Time within twenty years last past were jointly as Joint tenants by Equal Shares seized of the said demanded Premises with ye Appurtenances in ye Demean of ye said demandants & ye Thos dec as of Fee and right in a time of peace in ye time of the Reign of our Royall Predecessor George the ~~Third~~ Second of Great Britain France and Ireland King &c taking the profits thereof to ye Value of Eight pounds by the Year since which and when they were as Joint tenants thereof seized the said demandants say that ye Ezra Holcomb in ye Life of the said Thomas Dec unlawfully without judgment & with force and Arms entered thereinto disseized the said demandants & ye Thos Dec and held out and deforced them ye Thos Dec thereof & afterwards the Thos Bri gham died and the above named demandants survived him and thereby the right to ye whole of ye said demanded Land & Tenements with ye Appurtenances accrued to ye Demandants & they became vested therewith per Jus accrescendi or right of Survivorship and Ever since the said Ezra Holcomb has held out and deforced ye said demandants of all ye Demanded Premises and still unjustly holds them out to the damage of the said Bri gham Eager, Warren & Lice the Sum of one Hundred pounds — The parties appear by their Council viz ye Pltfs by Joseph Hawley Esq and ye Deft by John Worthington Esq and humbly pray that the Case may be continued until the next Term and it is granted them

Nathan Bri gham of Southborough in ye County of Worcester Gent
Uriah Lager of Marlborough in the County of Middlesex Gent
John Warren of ye same Marlborough Gent and Jabez Rice of said
Marlborough Husbandman Ptfs Jabez Dunham of Granville
in the County of Hampshire yeoman Deft in a plea wherein
the said Bri gham, Lager, Warren and Rice demand against ye
said Dunham the Lands and Tenements in Granville aforesd
with ye appurtenances included within ye following Lines that
is to say the first Line begins on ye Easterly side of ye Road in
ye said Granville called Simsbury Road in ye Northerly Line of the
five Hundred Acres of Land which ye said Demandants sone
Thomas Bri gham Died some time since conveyed to Eyra Holcomb
Samuel Lowlee and runs Easterly in ye Northerly Line about one
Hundred thirty one rods to Lands lately in ye Possession of one
Bildad Fowler thence ye Easterly Line of ye demanded premises
runs Southerly by ye said Land possessed by the said Fowler 60 rods
thence ye Southerly Line runs Westerly by Land in Possession of
one Moses Allen to ye Road called the Symsbury Road thence the
Westerly line runs Northward by the said Road to ye first Stations.
as their right and Inheritance and into which ye Dunham has
no Entry but after ye Disseizin which one Samuel Lowley thereof
unjustly and without judgment within twenty years last
past made to them the said Demandants and one Thomas Bri gham
lately of ye said Marlborough Husbandman Died in his life
Time and whereupon the said Demandants say that they together
with ye said Thomas Bri gham Dec^d in his lifetime within twenty
years last past were jointly as jointtenants by Equal Shares
seized of the said demanded Premises with ye Appurtenances
in ye demean of ye said demandants as ye said Thos died as of fee
and right in a time of Peace in ye time of ye Reign of our Royall
Predecessor George the second of Great Britain France & Ireland
King &c taking ye profits thereof to ye Value of Six pounds by ye
Year since which time when they were sous jointtenants thereof seized thes
demandants say that ye said Samuel Lowlee in ye Life Time of ye
said Thomas Dec^d unlawfully and without judgment with
force and Arms Entered thereinto disseized ye demandants ye
said Thomas Dec^d after which disseizin ye said Dunham entred
into the same premises and held out and deferred ye Demandants
and the said Thomas Dec^d then alive thereof afterwards ye said
Thomas Bri gham died and ye above named demandants sur
vived him and thereby ye right to ye whole of ye demanded Land
Tenements with ye Appurtenances accrued to ye demandants
as they became vested there with per Jus accrescendi or right of
Survivorship and ever since ye said Jabez Dunham has held out &
deferred ye demandants of all ye said demanded Premises and
still unjustly holds them out to ye damage of the said Bri gham
Lager Warren and Rice the sum of one Hundred pounds ye Pltfs appear
by Joseph Hawley Esq and ye Deft by John Worthington Esq and they
humbly pray that ye Case may be continued until the next
Term and it is granted them

Bridgham
ats
vs
Dunham
No. 6

Bridgham & al vs Allen

No 7

Nathan Bri gham of Southborough in the County of Worcester Gent
Uriah Eager of Marlborough in the County of Middlesex Gent
John Warren of ye same Marlborough Gent and Jabez Rice of ye
Marlborough Husbandman Pltfs vs Moses Allen of Granville in
the County of Hampshire Husbandman Deft in a plea wherein
the said Bri gham, Eager, Warren and Rice demand against ye
said Allen the Lands and Tenements in Granville aforesaid with ye
appurtenances included within the following lines that is
to say, The first line begins at ye Southwest Corner of a tract of land
in ye s Granville lately in ye possession of Bildad Fowler & runs
west nine Degs North to ye road in ye s Granville called ye Sinsbury
Road and thence it extends Northerly by ye s Sinsbury road to ye
Southwest Corner of a tract of Land in ye possession of Jabez Dunham
thence ye Northerly Line thereof runs East by ye s Dunhams land
about 130 rods to ye said Tract of Land lately in ye possession of
ye s Bildad, thence ye Easterly Line runs Southerly by ye s Bildads
Land about 65 rod to ye station first abovementioned (in
Quantity about 51 Acres) as their right & Inheritance into wh
the said Allen has no Entry but after ye Disseizin which one
Samuel Fowlee thereof unjustly and without Judgment within
twenty years last past made to them ye s Demandants & one
Thomas Bri gham late of ye s Marlborough Husbandman Dec
in his life time and whereupon the s Demandants say that
they together with ye said Thomas Bri gham Dec in his lifetime
within twenty years last past were jointly as Joint tenants by Equal
Shares seized of ye said demanded premises with ye appurtenances
in the demean of ye said Demandants and ye s Thomas Dec as of Fee
and right in a time of peace in ye time of the reign of our royal
Predecessor George ye second of Great Britain, France and Ireland King
taking the profits thereof to ye Value of five pounds by ye year since wh
and when they were as Joint tenants thereof seized ye s Demandants say
that ye said Saml Fowlee in ye life time of ye s Thos Dec unlawfully &
without judgment with force and arms entered into ye s premises &
disseized the said Demandants and ye s Thos Dec after which Disseizin
the said Moses Allen Entered into ye said demanded premises & deforced
the said Demandants of ye s Thos Dec then alive thereof & afterwards the s
Thomas died and ye Abovenamed demandants survived him whereby
the right to ye whole of ye Demanded Land & Tenements with ye Appurtenances
accrued to ye said Demandants & they became vested therewith per
Jus Accrescendi or right of Survivorshipever since the said
Moses Allen has held out and deforced ye said demandants of all
the said demanded premises and still unjustly holds them out to
ye s damage of the said Bri gham Warren Eager & Rice the sum
of Sixty pounds &c The abovenamed parties appear by their res
pective Attornies viz: the pltfs by Joseph Hawley Esq & Deft by John
Worthington Esq and pray that ye case may be continued until the next Term
It is considered by ye Court that ye said parties have a further day in this
Court until the third Tuesday of May next Ensuing

Nathan Bri gham of Southborough in ye County of Worcester Gent. Uriah Cager of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough Gent & Jabez Rice of the s Marlborough Husbandman Plts vs Amos Root of a place called ye Wedge of Land in the County of Hartford and Colony of Connecticutt Husbandman Deft in a plea wherein ye said Bridgham, Cager Warren & Rice demand against ye sd Root the Land & Tenements in Granville in ye County of Hampshire with ye Appurtenances included within the following Lines that is to say ye first line begins at ye Easterly Line of ye said Township of Granville at ye South Easterly corner of Land now possessed by one Nathaniel Clark and runs West nine deg North to ye Road in ye s Granville called ye Simsbury Road, thence the next Line runs Southerly by ye said Simsbury Road about 42 Rods to Lands in ye possession of Sam Trall, thence ye next line runs East nine degrees South to ye said Easterly Line of ye said Township of Granville, thence the next line runs in ye said Line of ye said Township to ye Station first above mentioned as their right and Inheritance & into which ye said Amos Root has no Entry but after the Disseizin which one Samuel Lowlee thereof unjustly and without judgment within twenty years now last past made to them ye s Demandants and one Thomas Bri gham lately of ye s Marlborough Husbandman Dec in his life time and whereupon ye s Demandants say that they together with ye said Thom s Brigham Dec in his life time within twenty years last past were jointly as Joint tenants by Equal Shares seized of ye said Demanded premises with ye Appurtenances in the Demean of the said Demandants and ye s Thos Dec as of fee and right in time of peace in the time of the Reign of our Royal Predecessor George the Second of Great Britain France and Ireland King &c taking ye profits thereof to ye Value of five pounds by the Year since which and when they were as Joint tenants thereof seized ye said demandants say that ye said Samll Lowlee in ye life time of ye said Thomas Dec unlawfully & without Judgment and with force and Arms Entered thereinto disseized ye s demandants and ye said Thomas Dec after which Disseizin ye said Amos Root Entered into ye same premises held out and deferred ye s Demandants and ye said Thomas Dec thereof & afterwards ye s Thomas died & ye above named demandants survived him & thereby ye right to the whole of ye said demanded Land & Tenements with ye Appurtenances accrued to ye said demandants and they became vested therewith JUS ACCRESCENDI or right of Survivorship & ever since the said Amos Root has held out & deferred the demandants of all ye said demanded Premises & still unjustly holds them out to ye s Damage of the said Bryham, Cager, Warren & Rice Eighty pounds

The Plts appear by Joseph Hawley Esq and ye Deft by John Worthington Esq their respective Counsel and humbly pray that ye case may be Continued until ye next Term and it is granted them

301

Bridgham Plt

Root Deft

302

Brigham
Pltf in
Trall
No 9

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager of Marlborough in ye County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Rice of ye said Marlborough Husbandman Plts vs Samuel Trall of Granvillein ye County of Hampshire Husbandman Deft in a plea wherein the Pltfs Brigham, Eager, Warren and Rice demand against ye said Trall the Lands and Tenements in Granville aforesd with ye appurtenances included within the following Lines that is to say The first Line begins on ye Easterly Line of ye said Township of Granville at ye North East Corner of a tract of Land in ye actual possession of one Jared Merson and runs West nine degrees North to ye road in ye Granville called the Simsbury Road thence the next line runs Northerly by ye road about 40 rods to lands in ye possession of one Amos Root, thence ye West line runs East nine Degrees South to ye said East Line of Granville aforesaid, thence the next line runs Southerly in ye said East line of the said Granville to ye first Station above s The s demanded Land is in Quantity about fifty Acres as their right & Inheritance into which ye said Trall has no Entry but after ye Disseizin which one Samuel Lowlee thereof unjustly & without Judgment within twenty years last past made to them ye said demandants to one Thomas Brigham lately of ye said Marlborough Husbandman Dec in his life Time whereupon ye said demandants say that they together with ye said Thomas Dec in his life Time within twenty years last past were jointly as Joint tenants by Equal Shares seized of the said demanded premises with ye appurtenances in the demean of the said demandants and ye said Thomas Deceased as of Fee and right in a time of Peace in the Time of the Reign of our Royal predecessor George the Second of Great Britain France and Ireland King &c taking the profits thereof to ye Value of five pounds by the Year since which and when they were so as Joint tenants thereof seized the said demandants say that ye s d Sam l Lowlee in the life of ye said Thomas Dec unlawfully & without Judgment with force and Arms entered into the said Premises Disseized ye s d demandants and said Thomas Dec in his life time after which Disseizin the s d Trall entered thereinto held out and deforced ye s d Demandants & ye said Thomas Dec thereof and afterwards ye said Thomas Brigham died ye above named Demandants survived him whereby ye right to the whole of the said demanded Land & Tenements with ye Appurtenances accrued to ye said Demandants and they became vested therewith per Jus Accrescendi or right of Survivorship and ever since the s d Samuel Trall has held out and deforced the said demandants of all the said demanded premises & still unjustly holds them out to ye damage of ye said Brigham Eager, Warren & Rice Sixty pounds

The parties appear by their respective Attornies viz: The Pltfs by Joseph Hawley Esq And the Deft by John Worthington Esq And they pray that the Case may be continued until the next Term and it is granted them

Nathan Brigham of Southborough in ye County of Worcester Gent Jeriah Eager of Marlborough in ye County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Rice of the said Marlborough Husbandman Plts vs Jered Munson of Granville in ye County of Hampshire Husbandman Deft in a plea wherein the said Brigham, Eager, Warren & Rice demand against the said Jabez the Lands and Tenements in Granville afores with the appurtenances included within the following lines (that is to say) The first line begins at ye South East Corner of ye District of Granville & runs west nine degrees North about 206 rods to the road in ye said Granville called the Simsbury road thence ye next line runs Northerly by ye said Simsbury Road about 79 rods to Land in ye possession of one Samll Trall, Thence ye next line runs East nine degrees South about two Hundred & twenty two rods to ye Easterly Line of the said District of Granville thence the next line runs Southerly in the said Easterly Line to ye first station above said (the Land being in Quantity about one Hundred Acres) as their right and Inheritance into which ye said Munson has no Entry but after the Disseizin which one Samuel Lowlee thereof unjustly and without Judgment within twenty years last past made to them the said Demandants and one Thomas Brigham lately of the said Marlborough Husbandman Dec in his life time and whereupon the said demandants say that they together with ye said Thomas Bridgham Dec in his life time within twenty years last past were Jointly as Jointenants by Equal Share seized of the said demanded premises with the Appurtenances in the demean of the said demandants and ye Thomas Dec as of fee and right in a time of peace and in the Reign of our Royal predecessor George the second of Great Britain France and Ireland King &c taking the Profits thereof to ye Value of Eight pounds by the Year since which and when they were as Jointenants thereof seized the s[aid] Demandants say that the said Samll Lowlee in ye Life of ye said Thomas Dec unlawfully & without Judgment & with force & arms entered thereinto disseized ye demandants & ye Thomas deceased after which the Disseizin the said Munson Entered into the same premises & held out and deferred the said Demandants and ye Thomas Dec the Reversion thereof, And afterwards the said Thomas Brigham died and the above named demandants survived him & thereby ye Right to ye whole of ye said demanded lands and Tenements with the Appurtenances accrued to ye s[aid] demandants & they became vested therewith per Jus Accresendi or Right of Survivorship & Ever since the said Jered Munson has held out and deferred ye said demandants of all the said demanded premises & still unjustly deferreth ~~them~~ & holds them out to ye Damage of the said Brigham, Warren, Eager & Rice the sum of one Hundred pounds

The parties appear by their respective Attornies and humbly pray that ye Case may be continued until ye next Term. Therefore it is considered by the Court ~~that~~ ye said parties have a farther day here in this Court until the ~~second~~ Third Tuesday of May next ensuing and ye Case is continued accordingly

3 103

Brigham & al vs Munson

Ind 10

304

Baker
vs
Mitchel

Pl

Samuel Baker of Northampton in the County of Hampshire Husbandman Pltff Joseph Mitchel of Deerfield in the County aforesaid Husbandman Deft in a plea ~~of trespass~~ that he render to him the said Samuel a reasonable account from the Time he was Bailiff of him the said Samuel at Northampton aforesaid for this to wit that whereas the said Joseph on ye 15th day of November AD 1764 at Northampton aforesd was by ye sd Samll made the Bailiff of him the said Samuel to sell merchandize & make profit for him the said Samuel of a certain Gelding Horse of him the said Samuel and the said Samuel in fact says that on ye fifteenth day of November at Northampton aforesaid he the said Joseph as Bailiff of him the said Samuel did receive and take of him ye said Samll one Gelding Horse of him the said Samuel of ye Value and price of twelve pounds lawful money to sell, merchandize and make profit of for him ye said Samuel and a reasonable Acct thereof to him ye said Samll within a reasonable Time from ye said 15th Day of November when he should be thereunto required to render and the said Samuel further says that a reasonable Time for him the said Joseph to sell merchandize and Dispose and make profit of the said Horse and to render a reasonable Acct thereof to him the said Samuel from & since ye said 15th Day of Novr 1764 is long since elapsed and past, Nevertheless the said Joseph altho' often required that reasonable Acct to ye said Samll hath not rendered But that to ye said Samll to render hath altogether refused and that to ye said Samuel yet to render doth refuse To the Damage of the said Samuel Eighteen pounds &c

The pltff appears by Joseph Hawley Esq his Attr and the Deft by John Worthington Esq and Simeon Strong Gent his Attornies comes & defends & and says that said Samll ought not to have or maintain his Action against him because he says that after ye said Joseph's receiving the Gelding Horse mentioned in the pltfs declaration & before ye Purchase of the pltfs Writ to wit on ye first day of February 1766 at Springfield in said County he the said Joseph fully accounted with the said Samuel of and concerning the Gelding Horse aforesd & this he is ready to verify, Wherefore he prays Judgment if ye said Samll ought to have or maintain his said Action against him, And the said Samuel by his Attr above named says that by any thing contained in the foregoing plea of ye said Joseph he ought not to be precluded from maintaining his Action aforesaid because he says that ye said Joseph never did Acct with him ye sd Samll of and concerning the said Gelding Horse as the said Joseph in his plea above has alledged & this he prays may be Inquired of by ye Country &c Deft likewise Thereupon the Jurors of the Jury now at this time according to the form and Effect of ye Statutes in this Case provided returned & impanelled being demanded likewise come here Who to say the Truth concerning the premises being duly sworn by Elijah Hunt Gent their foreman declare upon their Oath that they find for ye Deft Cost of Court It is therefore considered by the Court that ye Joseph recover against the said Samuel the Sum of one pound 18/ of lawful money allow him with his Absent for his Costs in defending ye Suit of ye said Samuel &c

The said Samuel by his Attr aforesaid appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing & he recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said recognizance on file it appears

365

Pomeroy vs Leach

B

Caleb Pomeroy of Northampton in ye County of Hampshire Husbandman Pltff Samuel Leach of Chesterfield in ye County aforesaid yeoman Deft in a plea of the Case for that the said Samuel on ye 31st Day of March 1760 at said Northampton by his note for Value Rec promised the said Caleb to pay him or his Order the sum of Twenty three pounds four shillings lawful money after before the first day of June then next with the lawful interest thereof until paid, yet the the said Samuel tho often thereto requested hath never paid ye contents of ye said Note or any part thereof But he wholly neglects and refuses to do it To the damage of the said Caleb Twenty four pounds &c

The pltff appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court Its therefore considered by the Court that the said Caleb recover against ye said Samuel Eighteen pounds 8/0 of lawful money damages and Cost of Court taxed at one pound 9/10 and thereof &c

The said Samuel afterwards now at this Term comes into Court by Daniel Hitchcock Esq his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on ye fourth Tuesday of September next ensuing, And he recognizes with Sureties as the Law Directs for his prosecuting ye Appeal with Effect as by ye recognizance on file it appears

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Warren vs Williams

Joseph Warren of Hatfield in the County of Hampshire Husbandman Pltff Simeon White Junr of said Hatfield yeoman as Deputy Sheriff under Oliver Partridge Esq Sheriff of ye said County Deft in a plea of Trespass on the Case for that whereas on ye last day of Octo last at Hatfield aforesd ye said Simeon was indebted to ye said Joseph in ye Sum of thirteen pounds 13/7¼ lawful money for certain Work & Labour done and performed by the said Joseph in ye Business of Husbandry before the said Last day of Octo for the said Simeon at his special Instance and request and being so indebted the said Simeon afterwards to wit on ye last day of Octo at ye sd Hatfield in Consideration thereof undertook & faithfully promised the said Joseph that he ye sd Simeon would well and truly pay and content him ye said Joseph the said thirteen pounds 13/7¼ whenever he should be there to required, And whereas the said Joseph afterwards to wit on ye said last day of Octo at said Hatfield had done and performed for ye said Simeon at his special Instance & request certain other work & Labour in his Business of husbandry he ye said Simeon then and there to wit at Hatfield on ye said Last day of Octo in consideration thereof undertook & faithfully promised ye said Joseph that he would content & pay to ye sd Joseph all such sums of money as ye said Joseph deserved to have for such Work and Labour last above mentioned to be done & performed by ye said Joseph for the said Simeon whenever afterwards he should be thereto required And the said Joseph in fact says that he reasonably deserved to have for his Work and Labour last above mentioned to be done & performed for the said Simeon by him the sd Joseph the Sum of thirteen pounds 13/7¼ of like lawful money of all which ye sd Simeon afterwards to wit on ye said last day of Octo at ye sd Hatfield had notice And whereas the said Simeon afterwards to wit on the said last day of Octo at said Hatfield was indebted to ye said Joseph in ye further sum of 5/ of like lawful money to wit four Shillings for ye use of his Narrow

Warren vs White

narrow Ax let to ye said Simeon at his request by ye sd Joseph one shilling and four pence for an Old Linen Frock before that time sold and delivered by ye sd Joseph to ye said Simeon at his special Instance and request and being so indebted the said Simeon afterwards viz on the said Last day of Octo at Hatfield aforesd in Consideration thereof promised said Joseph that he would pay him ye Sum of five Shillings & fourpence upon demand Yet the sd Simeon tho often thereto requested hath never performed either of his promises aforesd to ye said Joseph or any part thereof but to perform the same hath hitherto refused and still doth altogether refused neglect to do it To ye damage of ye said Joseph fifteen pounds &c

The pltt appears by Joseph Hawley Esq & the Deft being three times publickly called makes default of appearance in Court. It is therefore considered by ye Court that ye said Joseph recover against the said Simeon thirteen pounds 18/11½ of lawful money damages & Cost of Court taxed at one pound 6/7 and thereof &c

The said Simeon afterwards now at this Term comes hereby Dan[l] Hitchcock Gent his Atty and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for the said Simeons prosecuting the appeal with Effect as by said recognizance on file appears

Thomas vs Bartlit

John Thomas of Hartford in the County of Hartford & Colony of Connecticutt Yeoman Pltt vs Nathaniel Bartlit of South Hadly in the County of Hampshire Yeoman Deft in a plea of ye Case for that said Nathaniel at Springfield on ye first day of November 1765 by his note of that date for Value recd promised one Eleazer Burt to pay him or his order Two pounds 0/ on demand with Interest till paid, & afterwards on ye Eighteenth day of March last past the said Eleazer Indorsed the same Note And thereby ordered ye Contents of sd Note then wholly due to be paid to ye said John whereof ye said Nathaniel instantly had notice & in Consideration thereof promised the Pltt to pay him the Contents of said Note on demand &c as in the Writ

The pltt appears by Instantly Gent his Atty & Deft being three times publickly called makes default of appearance in Court. It is therefore considered by ye Court that ye sd John recover against the said Nathaniel three pounds 0/13¾ of lawful money damages and Cost of Court taxed at one pound 16/7 thereof &c

Date is 11th March 1769

Williston vs Parsons

John Williston of Springfield in ye County of Hampshire Yeoman Pltt vs Abner Parsons of sd Springfield yeoman Deft in a plea of the Case for that said Abner at sd Springfield on ye 23 day of August 1766 by his Note of that date for Value recd promised the said John to pay him or his Order three pounds 17/10¾ in Grain or Westindia Goods in one year from ye Date of said Note with Interest from the date till paid &c as in the Writ

The

The pltt appears by Justin Ely Gent his Attorney and Deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that ye said John recover against the said Abner four pounds 4/ 4½ of lawful mony damages and Cost of Court taxed at one pound 10/2 & thereof &c
Ex is 17th Mar 1769

307
Williston
vs
Parsons

Thomas Johnson of Pownal in the County of Albany & Colony of New York yeoman Pltt vs James Wilde of Colrain in ye County of Hampshire yeoman Deft in a plea of the Case for that whereas the said James at said Northampton on ye 20th Day of August Dom 1768 by his note of that date for Value rec'd promised the said Thomas to pay to him or his Order ye Value of Six pounds lawful mony in good merchantable Wheat to be delivered at Landlord Wells's meaning Ebenezer Wells's in Greenfield in ye County aforesd by ye first day of January next Ensuing the date of said Note and the said Thomas avers he was always ready at ye Time and place of Delivery aforesaid to receive the said Wheat of the said James Wilde Yet ye said James tho' often thereto requested hath not delivered sd Wheat to ye said Thomas but hath refused & still refuses to do it — To ye Damage of ye said Thomas as he saith the sum of nine pounds
The pltt appears by William Billings Gent his Attorney Deft being three times publickly called makes default of appearance &c
It is therefore considered by the Court that the said Thomas recover against ye said James Six pounds of lawful mony Damages & Cost of Court taxed at two pounds 3/6 and thereof &c
The said James afterwards at this Time comes here by Simeon Strong Esq his Att and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for the said James prosecuting ye appeal with Effect as by sd Recognizance as on file it appears

Johnson
vs
Wilde
10

Thomas Billings of Sunderland in ye County of Hampshire yeoman Pltt vs Joel Kellogg of Ashfield in ye County aforesd husbandman Deft in a plea of the Case for that whereas said Joel at said Sunderland on the seventh day of March 1767 by his note of that date for Value rec'd promised the said Thomas to pay him or his order two pounds 6/0 lawful money on demand with Interest &c as in the Writ
The pltt appears by William Billings Gentleman his Attorney and the Deft being three times publickly called to come into Court makes default of appearance here It is therefore considered by the Court that the said Thomas recover against the said Joel two pounds ten shillings and two pence two farthings of lawful mony damages and Cost of Court taxed at one pound eight shillings and two pence & thereof he may have his Execution
Execn 15 March 1769

Billing
vs
Kellogg
10

360

Hallett & vs Pynchon

20

Joseph Hallet Merchant, Benjamin Kissam Attorney at Law & Elizabeth Hazard Widow all of ye City of Newyork in ye County of Newyork & Province of Newyork Plts vs George Pynchon of Springfield in the County of Hampshire Gent Deft in a plea of ye Case for that ye said George on the nineteenth day of May A Dom 1786 at Springfield aforesd by his note under his hand of that date for Value Recd promised the said Joseph, Benjamin and Elizabeth to pay them ye sum of Ninety pounds Lawful money of the said Province of Newyork at ye rate of 8/ per Dollar which the said Joseph, Benjamin & Elizabeth say is of the Value of sixty seven pounds 10/ Lawful money of ye Province of the Massachusetts Bay, by ye 19th Day of September then next ensuing the date of ye same note with Lawful Interest for the same till paid, yet ye said George tho that Time is Elapsed and tho often requested hath not paid ye same Sum nor the Interest thereof But he neglects it To ye damage of ye sd Joseph Benjamin and Elizabeth the sum of Ninety Pounds

The pltt appears by Jonathan Bliss Gent his Attorney & the said George by Moses Bliss Gent his Attorney comes & Defends &c and Reserving Liberty to alter this plea & plead any new matter in Tryal of the appeal says he is not Guilty in manner & form as the Plts have above declared against him and hereof puts himself on the Country &c And ye Plts consenting to the Reservation aforesd say that ye plea aforesaid of ye sd George in manner and form above pleaded and ye Matters therein contained are not a sufficient Answer to their Declaration and that they are not holden by Law to make any Reply thereto and this they are ready to verify Wherefore for ye want of a sufficient plea of ye said George in this particular they pray Judgment that their damages and Cost may be adjudged to them, And the said George says his plea aforesaid is sufficient & hereof prays Judgmt & for his Costs

Thereupon all and singular the premises being seen & fully understood by ye Court of the Lord the King now here for that it appears to ye said Court that ye plea aforesaid of ye said George and the matters therein contained are not sufficient in Law to ~~bar~~ preclude the said Joseph, Benjamin & Elizabeth from having their Action against ye said George maintained or from their damages and Costs aforesaid &c Therefore it is considered by the Court that ye said Joseph, Benjamin and Elizabeth recover against the said George the sum of forty three pounds 7/11½ of Lawful money damages & Cost of Court taxed at four pounds 4/2 & thereof &c

The said George by his Atty Abovenamed appeals from ye Judgment of this Court to ye superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as the Law directs for ye said Georges prosecuting ye Appeal with Effect as by said recognizance on file it appears

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Dwight vs Parsons

Jonathan Dwight of Springfield in ye County of Hampshire Shopkeeper Plt vs Joseph Parsons of ye sd Springfield yeoman Deft

Pl

In a plea of ye Case for that said Joseph on ye second day of February

January Dom 1760 at Springfield aforesaid by his Note of that date for Value rec promised said Jonathan to pay him or his Order Eighty pounds lawfull mony on demand with Interest &c
The pltt appears by Jonathan Bliss Gent his Attr and the Deft being three times publickly called makes default of appearance here
It is therefore considered by the Court that the said Jonathan recover against the said Joseph Eighty pounds 12/8 of lawfull mony damages and Cost of Court taxed at one pound 16/2 & thereof &c

Exec is 10th Mar 1769

309
Dwight
vs
Parsons

Aaron Billings of ~~Graft~~ Sunderland in the County of Hampshire yeoman pltt vs Jonas Brown of Grafton in the County of Worcester Shopkeeper Deft in a plea of the Case for that whereas said Jonas at Northampton on the 22 day of June 1760 by his note of that date for Value rec promised the said Aaron to pay him Eighty Gallons of Good Westindia Rum to be delivered at Capt Comfort Sages in Middletown within three months after the Date &c. Writ
The pltt appears by William Billings Gent his Attr and the Deft being three Times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said Aaron recover against the said Jonas twelve pounds of lawfull mony Damages and Cost of Court taxed at one pound 18/2 and thereof &c

Ex is 8d March 1769

Billings
vs
Brown
22

John Abel of Ashfield in the County of Hampshire Molattoman pltt vs Thomas Billings of Ashfield aforesd yeoman Sole Executor of the last will and Testament of Eber Honestman of said Ashfield Negro man Dec Deft in a plea of the Case for that said Eber at Ashfield in his Life Time on the Last Day of Decr 1767 being justly indebted to said John in the Sum of thirteen pounds lawfull money for work done by the said John in Consideration thereof said Eber in his life time promised said John to pay him the same on demand &c. Writ
The pltt appears by Daniel Hitchcock Gent his Attr and humbly prays leave to Discontinue his Suit paying Cost and it is granted him
And it is considered that the said Thomas the Executor recover against the said John one pound 11/8 Cost of Court Allowed him with his Agent in defending the Suit of the said John and thereof &c

Exec is 21st Feby 1769

Abel
vs
Honestman
Execr
23

Seth Pomeroy of Northampton in the County of Hampshire Esq pltt vs Elisha Nash of Granby in Hartford County yeoman Deft in a plea of the Case for that the said Elisha at sd Northampton on the Third day of November Dom 1767 by his note of hand of that date for Value rec promised the said Seth to pay him or his order Two pounds by the first day of June then next ensuing the Date of sd Note with Interest till paid Yet the said Elisha tho often thereto requested hath never paid the same or any part thereof but unjustly neglects it To the Damage of the said Seth four pounds The pltt appears by Daniel Hitchcock Gent his Attr the Deft being three times publickly called makes default of appearance here therefore it is considered by the Court that the said Seth recover against the said Elisha £2 13s 10d ¾ of lawfull mony damages & Cost of Court taxed at £1 17 & thereof &c — The said Elisha afterwards comes here by Thomas Bridgman Gent his Attr & appeals from the judgment of this Court to the superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next And he recognizes with Sureties as the Law directs for the said Elisha's prosecuting the appeal with Effect as by said recognizance on file it appears

Pomeroy Esq
vs
Nash
24

370

Sylvester vs Leach

25

Seth Sylvester of Chesterfield in the County of Hampshire yeoman Pltff Samuel Leach of said Chesterfield yeoman Deft in a plea of the case for that the said Samuel at Northampton on ye Eleventh day of November last past by his note of hand of that date for Value rec'd promised the said Seth to pay him five pounds 17/6 on demand with interest for the same till paid yet tho' said tho often requested hath never paid the same or any part thereof but unjustly neglect it To ye Damage of ye said Seth Eight pounds The pltff appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Seth recover against the said Samuel five pounds 19/2½ of lawful money damages & Cost of Court taxed at one pound 12/11 and thereof &c

The said Samuel afterwards comes here by Joseph Hawley Esq his Attr and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as the Law directs for ye said Samuels prosecuting ye Appeal with Effect as by ye Recognizance on file it appears

Johnson vs Cooley &c

20

Matthew Johnson of Lanesborough in ye County of Berkshire yeoman Pltff Samuel Cooley of Springfield in ye County of Hampshire yeoman and Waterman Ells lately of ye Springfield yeoman Defts in a plea of the case for that ye Samuels Waterman at Springfield on ye Eleventh day of May 1767 by their Note of that date for Value rec'd promised said Matthew to pay him Forty pounds 15/0 lawful money at or before the first day of Nov then next with interest &c as in the Writ The pltff appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Matthew recover against ye said Samuel and Waterman nine pounds 7/11½ of lawful money damages and Cost of Court taxed at two pounds 3/2 and thereof &c

Exec'n iss'd 22d April 1769

French vs Clap & Ats

27

Ebenezer French of Southampton in ye County of Hampshire yeoman Pltff vs Benjamin Clap yeoman and Aaron Clap Junr yeoman both of said Southampton Defts in a plea of Trespass wherein the said Ebenezer complains & says that at Southampton on the 27th Day of July last past and in ye night Time of the same day the said Benjamin and Aaron with force & Arms an assault made on ye Body of the said Ebenezer being then and there in the peace of God and our peace and him beat and wounded & evil intreated by throwing said Ebenezer on ye Ground striking and wounding his Head stamping & bruising his Breast and Limbs so that thereof he long languised in much pain and is never likely to recover his former state of Health and many other Outrages against said Ebenezer the said Benja & Aaron then and there committed contrary to Law & against our peace & to the Damage of the said Ebenezer the Sum of Eighty pounds The pltff appears by Simeon Strong ~~Esq~~ Esq his Attr and the said Benjamin one of ye Defts above named comes by John Worthington Esq and Joseph Hawley Esq his Attornies and defends &c and say that he is not Guilty

Guilty in manner and form as in this Writ against him is alledged and thereof puts himself on ye Country &c Pltt likewise
And the said Aaron Clap by Aaron Clap his Guardian comes by John Worthington & Joseph Hawley Esquires his Attorneys under the said Guardian and Defends &c and for plea says that he is not guilty in manner and form as the pltt against him declares and thereof puts himself on the Country &c Pltt likewise
Thereupon ye Jurors at this Time according to ye form & Effect of the Statutes in this Case provided returned & impanelled being demanded likewise come here who to say ye truth concerning the premises being duly sworn by Mr Elijah Hunt their foreman declare upon their Oath that they find ye Defts guilty of the Trespass declared on & find for the Pltt Eighteen pounds damages & Cost of Suit — It is therefore considered by the Court that ye said Ebenezer recover against ye said Benjamin & Aaron, Eighteen pounds of Lawful mony damages & Cost of suit Court taxed at Six pounds three shillings and thereof &c

French vs Clap &c

Samuel Wilson of Blanford in ye County of Hampshire Yeoman Pltff James Wilson, late of said Blanford Blacksmith Deft in a plea of the Case for that the said James at Blanford on the last day of Dec last past being justly indebted to ye said Samll in ye sum of five pounds 15s lawful money for sundry Articles of Book Debt according to said Samuels Book and then and there in Consideration thereof the said James promised ye said Samuel to pay him ye same on demand yet ye said James tho often thereto le quested hath not performed his said Promise but the wholly denys to do it. To the damage of the said Samuel Seven pounds The pltt appears by John Phelps Gent his Attr and humbly prays that the Case may be continued until the next Term the Deft being out of ye Province and it is granted them him

Wilson vs Wilson 2d

Samuel Smith Junr of America Precinct in Dutchess County in ye Province of New York yeoman Pltff Abiinadab Easton of Westfield in the County of Hampshire joiner Deft in a plea of the Case for that said Abiinadab at Northampton on ye nineteenth day of October last past by his note of that Date for Value recd promised said Samuel to pay him Eight pounds L,S,D current money of New York which Sum ye Pltt says is equal to six pounds 13s 6d of lawful money of the Massachusetts Bay, by ye tenth day of Nov then next with Interest till paid &c as on the Writ
The pltt appears by John Phelps Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Samuel recover against the said Abiinadab Six pounds 13s of lawful money damages and Cost of Court taxed at two pounds fifteen shillings and four pence and thereof he may have his Execution

Smith vs Easton 2d

Execn ised 10th April 1769

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Leonard vs Stockwell et al

30

Rebekah Leonard of Springfield in the County of Hampshire spinster Pltt vs Samuel Stockwell yeoman and Gould Stockwell yeoman both of Springfield aforesaid Defts in a plea of the Case for that the sd Samuel & Gould at said Springfield on the fifth day of May 1766 by their note of that date for Value received promised the pltt to pay her sd sum of seven pounds 10/ lawful money within two years from the date of said note in manner following viz in Grain or other things as the said Rebekah shall want and the pltt avers the time of payment for said note has long since elapsed & the Pltt avers she has always hitherto been ready to receive the said Grain or other things she wants, yet sd Samuel & Gould or either of them tho often thereto requested hath not performed their sd promise But they wholly neglect & refuse to do it To sd Damage of the said Rebekah the sum of nine pounds — The pltt appears by John Phelps Gent his Attorney & sd Defts being three times publickly called makes Default of appearance in Court & It is therefore considered by sd Court that the said Rebekah recover against the said Samuel and Gould the sum of five pounds 0/ of lawful mony damages & Cost of Court taxed at one pound 18/ and thereof &c

The said Samuel and Gould afterwards come here by John Worthington Esq their Attr and appeal from sd judgment of this Court to sd Superiour Court of Judicature to be holden at Springfield in and for sd County of Hampshire on sd fourth Tuesday of September next Ensuing and the recognizes with Sureties as sd Law directs for the said Samuel & Gould prosecuting sd appeal with Effect as by sd recognizance on file appears

Bolton vs Smith

31

David Bolton of Murrayfield in sd County of Hampshire yeoman Pltff vs Joel Smith of Springfield in sd County aforesd Blacksmith Deft in a plea of the Case for that the said Joel at Northampton on the 30th Day of April 1766 by his note of that date for Value received promised the said David to pay him sd sum of Eight pounds 10/ lawful mony by the first day of January then next following the date of said Note and sd said David says that sd Day given for the payment of the same note is long since Elapsed Yet sd Joel tho often thereto requested hath not performed his said Promise But he wholly denys to do it To the damage of the said David Nine pounds &c The pltt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by sd Court that sd said David recover against the said Joel Eight pounds 10/ of lawful mony damages & Cost of Court taxed at one pound 18/ and thereof &c

The said Joel afterwards at this Term comes here by Justin Ely Gent his Attr ~~and Deft~~ appeals from sd judgment of this Court to sd Superiour Court of judicature to be holden at Springfield in sd County of Hampshire on sd fourth Tuesday of September next & he recognizes with Sureties as sd Law directs for sd Joels prosecuting sd Appeal with Effect as by said recognizance on file appears

Talcott Esq vs Pratt

33

Samuel Talcott of Hartford in sd County of Hartford and Colony of Connecticutt Esq Pltt vs Phinehas Pratt of Granville in sd County of Hampshire Gent and a Deputy Sheriff under Oliver Partridge Esq Sheriff of sd said County Defts in a plea of the Case for that sd said Phinehas at Northampton on the sixth day of Sept 1766 by his

pro-

Promissory note in writing under his hand of that date for Value
Recd promised the said Samll to pay him ye sum of twenty eight
pounds 1/0 Lawful money on demand with lawful interest for ye
same till paid Yet ye said Phinehas tho often requested hath never
paid the same nor any part thereof but unjustly neglects and
refuses to do it To ye damage of the said Samuel thirty pounds
The pltt appears by John Worthington Esq his Attorney and ye Deft being
three times publickly called makes default of appearance here
Its therefore considered by ye Court that the said Samuel recover
against the said Phinehas twenty one pounds 18/0 of lawful
mony damages & Cost of Court taxed at two pounds 5/9 & thereof &c
The said Phinehas afterwards comes here by John Phelps Gent
his Attorney and ~~the~~ Appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Springfield in & for
the County of Hampshire on ye fourth Tuesday of September
next Ensuing & there recognizes with Sureties as the Law directs for
the said Phinehas prosecuting ye Appeal with Effect as by said
Recognizance on file it appears

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Allcott Esq vs Pratt

Royal Tyler of Boston in ye County of Suffolk Esq Att vs Abner
Newton of Colrain in ye County of Hampshire yeoman Deft in a
plea of the Case for that said Abner at Northampton on the ninth
day of July 1765 by his promissory note in writing under his
hand of that date for Value Recd promised the said Royall to pay
him or his order the sum of thirteen pounds 13/0 lawful mony
within six months from the date of said Note with lawful
Interest for the same till paid, Yet the sd Abner tho often Requested
hath never paid ye same or any part thereof but unjustly
neglects and refuses to do it To ye damage of ye sd Royall fifteen pounds
The pltt appears by John Worthington Esq his Attorney and Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that the said Royall recover agt
the said Abner fifteen pounds 15/1 of lawful mony damages &
Cost of Court taxed at three pounds 1/6 and thereof &c
The said Abner afterwards comes here by Jonathan Ashley Jun Gent
his Attorney and appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Springfield in &
for the County of Hampshire on ye fourth Tuesday of September
next Ensuing and he recognizes with Sureties as the Law directs
for the said Abners prosecuting ye Appeal with Effect as by said
Recognizance on file appears

Tyler Esq vs Newton

31

To ye Sheriff or Marshall of the County of Hampshire &c
In his Majestys name you are required to replevie Two Oxen one of them
a Black Ox with high Horns Ten years Old ye other a brindled Ox with a
White face with cutt Horns nine years Old belonging to John
Chadwick of Tyrringham in the County in ye County of Berkshire Esq
now destrained or impounded by Abimaay Easton of Westfield in ye County of Hampshire yeoman
deliver ye said Oxen unto said John & summon ye sd Abimaay to appear
before the Justices of the Inferiour Court next to be holden at Northampton
on ye second Tuesday of February next to answer to ye sd John in a plea
of replevin for that sd Abimaay on ye 25th day of Jany current at a place
called the said Johns Barn in Sandisfield in ye County of Berkshire took
ye sd Cattle & ye sd Ox them away to Westfield & impounded them in ye sd
Abimaays

Chadwick Esq vs Easton

350

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Chadwick Esq vt Easton

Abimaay Close there and in the said pound them unjustly detaine against Sureties & pledges to this Time which is to ye Damage is to ye damage of the said John the sum of Ten pounds &c as in the Writ The pltt appears by John Worthington Esq his Attr and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said John recover against the said Abimaay the sum of three pounds 12/ lawful money damages and Cost of Court taxed at two pounds 19 s 1 d thereof &c

Execon id 23d Feby 1769

Root vt Loomis

36

Amos Root of Hillsfield in ye County of Berkshire yeoman Ptff Jonathan Loomis of Springfield in ye County of Hampshire yeoman Deft in a plea of the Case for that whereas on the 24th Day of Septr 1769 at Springfield one Sylvanus Dudley then of said Springfield yeoman made his promissory note in writing under his hand of that date whereby for Value rec of the said Amos promised to pay him or order five pounds on or before the first day of November then next following with Lawful interest for the same till paid and afterward viz on ye Eleventh day of January then next following at Springfield the said Sylvanus having wholly neglected to pay any part of the Contents of ye same note the said Amos sued out our Writ of Attachment from ye Clerks Office of our Inferiour Court of common pleas for said County of Hampshire in form as by Law of this Province is prescribed directed to you your Under Sheriff or Deputy or to either of the Constables of ye Town of Springfield in said County, Whereby we commanded you or them (to which ever of yours Writ should be delivered) to attach ye ~~said~~ Goods or Estate of ye said Sylvanus to ye Value of nine pounds & forward there of to take ye Body of ye said Sylvanus if he might be found in your or their precinct ~~within~~ and him safely keep so that you might have him before ye Justices of our Inferiour Court then next to be holden at Northampton within & for our said County of Hampshire on ye second Tuesday of February then next there in our said Court to answer to said Amos in a plea of the Case for the sd Sylvanus not performing to ye Amos his promise & fores made by the note & fores to ye damage of ye sd Amos as he then said Nine pounds & which by the same Writ he declared should at ye same Court be made to appear with other due damages, And you & the Constables were by the same Writ then & there required to have the same Writ at the same Court with your or their doings therein And at Springfield on ye twenty fifth day of ye same Jany ye sd Amos delivered the same Writ to ye said Jonathan Loomis then one of ye Constables of ye said Town of ~~Hatfield~~ Springfield duly Qualified to Execute & perform ye Duties of the said Office to Execute & return ye same according to law & ye sd Amos says that beside and above the General direction & Command of ye same Writ that he by way of speciall Caution & Direction to ye sd Jonathan did by writing on ye same Writ direct ye sd Jonathan that in the serving & Executing of the same he should Attach Estate of ye sd Sylvanus sufficient to satisfy any Sum that might be recovered against him on that Process or that he should hold ye said Sylvanus to good Bail Yet that the said Jonathan disregarding our Commands & fores in ye Writ & the Caution & Direction & fores given him as & fores said at ye Springfield on the 24th Day of said January by Virtue of ye sd Writ attached a Chest of ye said Sylvanus of not more than 6/ Value and left ye same in ye hands of ye sd Sylvanus

Sylvanus and never made any search or Enquiry for any other or further Estate of said Sylvanus in his precinct and did not take y Body of the said Sylvanus in order to have him before our Justices aforesaid as for want of sufficient Estate he was commanded & ofered altho y said Jonathan was the same day in Company with sd Sylvanus had him in his power & might well have taken him & have had his Body before the same Court but only made return of y same Writ that by Virtue thereof he attached a Chest tendered him by sd Sylvanus as his Estate but y same time gave him a Summons for his appearance as y Law directs as by the same Writ and y return thereon in our said Court remaining is manifest appears, And the pltf further says that at y said Inferiour Court to which sd Writ was returnable he prosecuted the said Action so commenced as aforesaid & then & there by the Judgment of y same Court thereon recovered against sd Sylvanus five pounds 2/ 0d 1/2 for his damages by him sustained by reason of y said Sylvanus not performing his promise aforesd and one pound 13/ for Cost & Charges by him about his Suit in that behalf expended and that afterwards viz at Springfield on y 26th Day of May then next following he sued out our Writ of Execn on y same Judgment & for the sums aforesd in form as by Law of this province is prescribed and on y same day at Springfield delivered the same Writ of Execn to Daniel Leonard of said Springfield then & ever since one of your Deputies there to Execute and return, & y sd Amos says that soon after y said 26th Day of January y sd Sylvanus removed from sd Springfield & from y said County of Hampshire with all his Effects into parts unknown & hath ever since continued in Distant and unknown parts of the Country, & that y said David Leonard never could find y said Sylvanus or any of his Estate whereon to Levy the said Writ of Execn but on y thirtieth day of Sept last past made return thereof that he had made diligent Search within his precinct and could find neither Body or Estate of y said Sylvanus Dudley whereon to serve the same but returned it wholly unsatisfied as by y same Writ in our sd Court remaining is also manifest & y said sums are yet wholly unpaid & are totally lost to sd Amos by y aforesd Negligence & Misfeasance of sd Jonathan wth is to y Damage of the said Amos twelve pounds &c The pltf appears by John Worthington Esq his Attr and the sd Jonathan by Joseph Hawley Esq his Attr comes and defends &c says y he is not Guilty in manner & form as in y preceeding declaration against him is alledged & thereof puts himself on y Country, and the pltf likewise

Thereupon the Jury at this Time according to y form & Effect of the Statutes in this Case provided returned and impanelled being demanded likewise come here, Who to say y truth concerning the premises being duly sworn by Mr Elijah Hunt their foreman doth on their Oath say they find for y Deft Cost of Court, It is therefore considered by y Court that y said Jona recover against y sd Amos two pound 18/ allowed him for his Cost in defending y Suit of y sd Amos &c The said Amos by John Phelps Hunt his Attr appeals from y judgment of this Court to y superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as the Law directs for his prosecuting y Appeal with Effect as by sd Recognizance on file appears

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Phillips Esquire vs Williams Esq

William Phillips of Boston in the County of Suffolk Esq Plff vs Elijah Williams of Deerfield in the County of Hampshire Esq Deft in a plea of ~~Ejectment~~ wherein he demands against sd Elijah the several Tracts or parcels of Land hereafter mentioned lying in Deerfield in the County of Hampshire with ye Appurtenances Viz one House Lott containing five Acres with the Building thereon viz a Dwelling House two Barns & out houses bounding East, West and South on highways & North on ye Wid Sarah Wells House lot also one other House Lott with ye Shop standing thereon containing seven Acres bounded West partly on ye Town Street & partly on Catlin, Barnard and Nims, Land East on Dickinson Allen Field and Williams Land North on Catlin & Arms, Land South upon Barnard and Williams Land also fourteen Acres & three quarters of an Acre of Land lying in Little Meadow so called in sd Deerfield bounding East on Thomas Dickinson Thos Williams Esq & Stebbins House Lots West on Deerfield River & a highway North on Land of Thos Dickinson, South on Joseph Stebbins Land & a highway Also ten Acres & an half of Land at Eagle Brook so called in sd ~~Deerfield~~ bounding East and South on Daniel Arms, Land West on John Hindsdales Land North on ye Meadow Fence Also Eight Acres & a half of Land at a place called Old Fort in sd Deerfield bounded ~~to~~ East & North on Deerfield River West on ye Foot of ye Great Hill South on Land of Thomas Williams Esq Also Eight Acres of Land in Harrow Meadow so called in said Deerfield bounding East and West on Deerfield River North on David Fields Land & South on Land of Thomas Williams Esq Also three Acres in the Great Meadow so called in sd Deerfield bounding East on a Highway West on Deerfield River North on Land late of Joh Wells Dec and South on Joseph Stebbins Land And also four Acres of Land ~~in~~ said Great Meadow bounding East on John Nim late West on Deerfield River North on Catlins Land South on Thomas Dickinsons Land Also Nineteen Acres at a place called Cheapside in said Deerfield bounding East & South on Deerfield River North & West on Land lately belonging to ye Heirs of Eleaz Williams late of Mansfield Clerk Dec Also twenty Acres of Land at a place called Fort Hill in said Deerfield bounding North on Joseph Barnards Land South on Ebenezer Wells Land West on a road and East on ye top of ye Mountain Also Sixty Acres in ye first Division of ye Commons in sd Deerfield bounding East on ye Foot of ye Great Hill West on the second division North on John Hawks, Land South on Ebenezer Wells Land Also a Lott containing about forty Acres in the second Division of Inner Commons in sd Deerfield bounding East on ye first Division West on the seven mile Line North on John Hawks Land & South on Land recorded to Ebenezer Snead, Also Sixty Acres of Land in ye second division bounding East on ye first Division West on ye seven mile Line North on Land laid out to Ebenr Nims and South on Land of the Heirs of Thos Wells ye second, Also the Lotts No 1, 12 No 1, 2 in Shelburne in ye County of Hampshire which sd Lotts lie together and contain two Hundred and forty seven Acres, Also Sixteen Acres in the first division of inner commons in sd Deerfield bounding East on a Highway West on ye second division ~~North~~ on Land belonging to ye Heirs of Matthew Clesson South on Land of ye Heirs ~~of William~~ Northum Williams Also

Also sixty Acres in said first division of inner commons bounding East on Meadow Lotts West & North on John Hawlas Land South on John Sheldens Land, Also a Lott in said Deerfield containing about Seventy Acres bounding East on Connecticutt River West on a Town road North on Joseph Barnards Land, Also a Lott in said Deerfield containing about Thirty Acres bounding East on Connecticutt River West on a Town road North on Joseph Barnards Land & South on Jeremiah Nims Land, Also seven Lotts in ye East mountain Division in Deerfield viz No 38 - No 39 - No 41 - No 43 - No 45 - No 46 & No 47 the whole of ye Seven Lotts containing about two Hundred and fifty Acres & all said seven Lots bounding East on Connecticutt River West on ye Top of ye Mountain Also a Lot of Land in Conway in the County of Hampshire viz No 14 containing about one Hundred & seventeen Acres, Also one other Lot in ye Conway viz No 39 containing one hundred & fifty Acres with ye Appurtenances, And the said William Phillips says that he within twenty years last past in a time of peace was seized of each and every of the aforesaid Tracts of Land with ye Appurtenances in his own right in his Demesne as of Fee taking the profits thereof to ye Value of fifty pounds a year since which ye said Elijah hath illegally & without judgment entred thereinto & Disseized ye said William ye Pltff therefrom & still unjustly holds & keeps to ye Damage of ye said Wm two thousand pounds The Pltff appears by John Worthington Esquire his Attorney & ye Deft Elijah comes by Joseph Hawley Esq his Attorney and Defends & reserving Liberty to waive ye following plea to plead anew at ye trial of ye appeal says that ye Mortgage of the within demanded premises made to ye within named Demandant was Executed prematurely & this he is ready to verify Wherefore he prays Judgment whether this Action ought to be maintained against him,

And ye said Wm Phillips by his Attorney aforesaid consenting to ye Reservation aforesd says that he for any thing by ye said Elijah in his plea aforesd alledged ought not to be precluded from maintaining his said Action against him ye said Elijah because he says that ye plea aforesd of the said Elijah in manner & form as aforesd pleaded is an insufficient answer to his Declaration & that he is not holden by Law to make any Reply thereto & this he is ready to verify Wherefore for want of a sufficient plea of ye said Elijah in this Behalf he prays Judgment for possession of ye demanded premises and for his Costs ye said Elijah says his plea is sufficient wherefore because the said Wm hath not Denied ye same nor made any answer thereto he prays Judgment for his Costs

Thereupon all & singular the premises being seen & fully understood by the Court of ye Lord the King now here for that it appears to ye said Court that ye plea aforesd of the said Elijah by him in manner and form above pleaded and the Matters therein contained are not sufficient in Law to preclude the said William from proceeding in his said Action or from the Possession of ye said Premises ~~his damages and costs~~, It is therefore considered by the Court that the said William Phillips recover against the said Elijah One Thousand seven Hundred & twenty two pounds 6/8 3/4 of lawful money damages or Possession of the Land, and Tenements aforesaid, and Cost of Court taxed at two pounds 19/10 Lib ye sum of ye Damages shall not be paid within two months from this time that he according to law the Writ of Possession issue ~~Wherefore &c. Therefore &c. may have his Execution~~

The

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Phillips Esq
vs
Williams Esq

The said Eliph. by his Attorney within named appeals from the Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with sureties as the Law directs for his prosecuting ye appeal with Effect as by ye recognizance on file it appears

Ellingwood
vs
Wallbridge
3d

Israel Ellingwood of Boston in ye County of Suffolk yeoman Pltff Amos Walbridge of Munson in the County of Hampshire Gent Deft in a plea of Ejectment wherein he demands against the said Amos a certain Tract of Land lying in said Munson formerly belonging to David Hitchcock late of said Munson Gent Dec'd lying chiefly on Chicobe Brook so called there bounding Southerly on Land lately belonging to ye Heirs of Paul Hitchcock formerly of Brimfield Dec'd Westerly partly on common Land partly on Land late of John Hitchcock & partly on Land belonging to ye Heirs of Henry Dwight formerly of Hatfield Esq Dec'd Northerly on a small Brook running West into said Chicobie River Brook & Easterly partly on Land lately belonging to ye Heirs of Paul Hitchcock aforesd & partly on common Land containing about one hundred & ten Acres with ye Appurtenances &c as in the Writ The pltff appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that the said Israel recover against the sd Amos Seventy five pounds 16/ of Lawful money Debt & Cost of Court taxed at three pounds 2/d to be paid within two months otherwise ye Plaintiff have Possession & Execution for ye same ye 23d June 1769

Lawson
vs
Whaples
3d

John Lawson of Union in ye County of Windham in ye Colony of Connecticutt yeoman Pltff vs Jonathan Whaples of Sandisfield in ye County of Berkshire yeoman Deft in a plea that ye sd Jonn render him fifty four pounds lawful Money which to ye said John he owes & from him unjustly detains wherein sd John says that at sd Northampton on ye 21st Day of April 1767 by his bond of that date bound himself to ye said John in ye Sum of fifty four pounds to be paid him on demand &c as in the Writ The pltff appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by Court that ye said John recover against ye said Jonathan thirty pounds 5/7 of lawful money Debt & Cost of Court taxed at two pounds 10/ Whereof he in ~~Lawful~~

Pitts Esq
vs
Leonard
40

James Pitts of Boston in ye County of Suffolk Esq Pltff vs Eliphalet Leonard of Springfield in ye County of Hampshire Gent Deft In a plea of the Case for that ye said Eliphalet at Northampton on ye 24th Day of July 1767 by his promissory note in writing under his hand of that Date for Value rec promised the said James to pay him or his order one hundred Ninety six pounds 6/ lawful money on or before ye 24th Day of Octo then next with lawful interest for ye same till paid Yet sd Eliphalet tho often requested hath never paid the same or any part thereof But unjustly neglects to do it to ye Damage of ye said James two hundred fifty pounds The pltff appears by John Worthington Esq his Attorney & Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court yt ye sd James recover against ye sd Eliphalet two hundred fourteen pounds 13/2 of lawful money ~~Damages~~ Debt & Cost of Court taxed at £3 10 0 2 Whereof he The sd Eliphalet afterwards at this Term comes here by Justin Ely Gent his Attorney and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as ye Law directs for ye said Eliphalets prosecuting ye Appeal with Effect as by said recognizance on file appears

Jedutthun Baldwin of Brookfield in ye County of Worcester Gent Ptff
Abraham Parkhurst of Shutesbury in ye County of Hampshire yeoman
Deft in plea that said Abraham render to Jedutthun two pounds 8/4
lawful money which to him he owes & from him unjustly detains and
whereon ye Jedutthun says that at a Court holden before Jeded'ah Foster
Esq on ye ninth day of May last past recovered against sd Abraham
two pounds 8/4 as well for his damages sustained by reason of a certain
Trespass on ye Case whereof the said Abraham is convict as for his Cost
in and about his Suit in that behalf expended, Also that ye sd Abraham
render to Jedutthun further sum of two pounds 7/7 lawful money wh
to him he owes & from him unjustly detains whereon ye sd Jedutthun says
that at ye same Court holden before sd Justice recovered against said
Abraham two pounds 7/7 lawful money aforesd for his damages &
also for his Costs and Charges by him about his Suit in ye Behalf ex
pended whereof sd Abraham is convict as by ye record thereof is manifest
and appears, both which judgments said Jedutthun says are in full force
no Execn has ever been sued out on either of them whereby authority accrued
to Jedutthun to demand ye respective sums recovered as afores &c as in ye Writ
The ptff appears by Simeon Strong his Att & ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Jedutthun recover against
ye sd Abraham five pounds 0/3½ of Lawful money Debt & Cost of Court
taxed at two pounds 1/3 and thereof &c — Execn is 30th May 1769

Baldwin
vs
Parkhurst
Ad

Oliver Olds of Woodbury in ye County of Litchfield & Colony of Connecticutt
Yeoman Ptff Noah Loomis of Westfield in ye County of Hampshire yeoman Deft
in plea that said Noah render to ye said Oliver a reasonable Acct for ye time he was
receiver of ye Goods Chattles & Monies of ye said Oliver & Whereon sd Ptff says that
whereas sd Noah has been receiver of ye Goods Chattels &c of sd Oliver from ye
last day of Decr 1760 to ye last day of Decr last past during wh Time ye said
Noah rec one Note under ye hand of Bildad Fowler of sd Westfield for Valuable
of sd Oliver for ye sum of six pounds to be paid in neat Cattle to be delivered
at sd Bildads House after before ye sixth day of April last past sd Note bearing
Date Jany ye sixth 1760 to collect ye Contents of said Note for ye Ptff & thereof to
render a reasonable Acct to ye Ptff when he should be thereto requested &c as in ye Writ
And the sd Oliver having Discontinued his Suit the said Noah comes &
prays he may be allowed his Costs — It is therefore considered by the
Court that ye said Noah recover against ye sd Oliver one pound 7/5 allowed
him for his Cost in defending ye Suit of ye said Oliver and thereof &c
Execn is 10th April 1769

Olds
vs
Loomis
Ad

The foregoing Judgments appeals being
made and entred up in manner aforesaid
the said Court was adjourned without Day

Attest Wm Williams Clerk

May Term 1769

Hampshire ss. Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ et Hiberniæ Nono &c

At his Majestys Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the third Tuesday of May being the sixteenth day of the said month ~~Yeare~~ in ~~diem~~ to wit 20th Day of ye same Month ~~Domini~~ 1769

Present

Israel Williams Esq

Oliver Hartridge Esq

Timothy Dwight Junr Esq

Thomas Williams Esq

Jury for Trials

Ebenezer Warriner foreman
Abner Colton
Samuel Palmer
Azariah Dickinson
Benjamin Shelden Junr
Joseph Lyman
John Shepard Junr
Elijah Janes
Ezra Barker
Ebenezer Warner
Joseph Kellogg
Edward Webber &c

Continued Actions

Dewey vs Leonard

Moses Dewey of Westfield in the County of Hampshire yeoman Plff vs Joseph Leonard Junr of Springfield in ye County aforesaid Gentn Deft in a plea of the Case as heretofore recorded at Large, And now at this Time the said parties appear And the referees to whom this Case & all other demands subsisting between ye said Parties was referred now bring in their Award in ye Words following viz We do judge determine & award that the said Joseph pay the said Moses seven pounds 14/ lawful mony damages & Costs of Court in full for ye Cost at Augt 1768 23/6 at Each Term since & Cost of the reference viz: three pounds 13/6 this Award to be a final determination of all Controversies between ye said Parties His therefore considered by the Court that ye said Moses recover against the said Joseph seven pounds 14/ of lawful mony Damages & Costs of Court & Reference in ye Whole taxed at Six pounds 9/10 and thereof he

Execn is ye June 7th 1769

Fowler vs Fowler

Daniel Fowler of Westfield in ye County of Hampshire yeoman Plff vs Bildad Fowler of said Westfield yeoman Deft in a plea of ye Case as on record of the past Terms &c The said parties appear and move that the Case may be further continued under ye same rule of Reference until the next Term and it is granted them and the said parties have a further day here in this Court until ye last Tuesday of August next

Hatheway vs Bagg

Jacob Hatheway of Suffield in the County of Hampshire Junr yeoman Plff vs Moses Bagg ~~of~~ Springfield in the County aforesd yeoman Deft in a plea of the Case as at large on record of the preceding Terms and Now the said parties come here and move that the Case may be continued under the same rule of Reference until the next Term wch is granted them and the said parties have a further day in this Court here until ye last Tuesday of August next Ensuing

John Moseley of Westfield in the County of Hampshire Gent Pltff Samuel Hare of said Westfield yeoman Deft in a plea of the Case as at large on record of the preceding Terms, The said parties come here and the Referees to whom this Case was referred now bring in their Report in ye following Words viz We judge and award that ye Samuel Hare pay ye said John Mosely the sum of four pounds 4/ 0 Damages and Cost of Court and this Reference which is 23/ for the Reference His therefore considered by ye Court that ye said John recover against the said Samuel four pounds 4/ 0 of lawful money Damages & Cost of Court & Reference in ye Whole taxed at £3 19 10 Exec is 25 July 1769

30 Moseley vs Hare

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Pltff vs Uriah Gibbs late of said Greenwich now of Sudbury in ye County of Middlesex yeoman Deft in a plea of ye Case as at large on record, Now at this Time ye Pltff does not appear, and the Deft comes by John Worthington Esq his Attorney And it is considered by the Court that the Case be further continued under the same Rule of Reference until the next Term

Gibbs vs Gibbs

Abel Cadwell of Westfield in ye County of Hampshire yeoman and James Noble of ~~Westf~~ Pittsfield in ye County of Berkshire yeoman who became a party to ye Rule made at ye Last Term, Pltffs Moses Dewey of Westfield aforesd yeoman Deft in a plea of the Case as at large on record of the Last Terms and now ye said parties come here and forasmuch as it appears to ye said Court the Referees to whom this Case was referred have not made any award it is ordered by said Court that ye Case be continued until the next Term of this Court and ye said Parties have a further day accordingly

Cadwell & Dewey vs

Samuel Johnson of Westfield in ye County of Hampshire yeoman Pltff John Mosely of said Westfield Gent Deft in a plea of the Case as at large on record of ye preceding Terms, And now ye said Parties come here & the Referees now bring in their Award in these word viz We do award & determine that the said John Mosely pay ye said Samuel Johnson recover against the said John four pounds 4/0 lawful money damages & Costs of the Reference being 4/1 and Cost of Court — His therefore considered by the Court that ye said Samuel recover against ye said John four pounds 4/0 of lawful money damages and Cost of Court and Reference in the whole taxed at five pounds 3/0 and therefor Execon is 25th Dec 1769

Johnson & Mosely

Eleazer Nash Appt vs George Thapping Deft &c and now ye said Eleazer being three times publickly called to come into Court and prosecute his Action doth not appear &c his Nonsuit &c & ye Deft being likewise Defaulted &c Action is Dismissed

Nash Appt vs Thapping

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Cayer of Marlborough in ye County of Middlesex Gent John Warren of the same Marlborough Gent and Jabez Rice of said Marlborough Husbandman Pltffs vs Ezra Holcomb late dwelling on a tract of Land in ye County of Hartford in ye Colony of Connecticut and adjoining to Granville in ye County of Hampshire called ye Wedge yeoman Deft in a plea of Ejectment as at large on record of the preceding Term, And now ye Pltffs appear by Joseph Hawley Esq their Atty and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by the Court that ye said Nathan, Uriah John & Jabez recover against ye said Ezra the Lands & Tenements with the appurtenances demanded in ye Original Writ and Cost of Court taxed at three pounds 18/0 Whereof &c — Execon is 1st November 1769

Brigham Ptl vs Holcomb

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Brigham vs Dunham

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough Gent and Jabez Rice of sd Marlborough Husbandman Plts vs Jabez Dunham of Granville in ye County of Hampshire Yeoman Deft in a plea of Ejectment &c as at large on Record of the preceeding Term, And now the said Plts appear by Joseph Hawley Esq their Attd and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Brigham, Eager, Warren & Rice recover against ye said Dunham ye Lands with ye Appurtenances &c demanded in the Original Writ and Cost of Court taxed at three pounds 11/2d thereof &c

Execon is 2d Novr 1769

Sidem vs Allen

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager of Marlborough in ye County of Middlesex Gent John Warren of ye same Marlborough Gent and Jabez Rice of sd Marlborough Husbandman Plts vs Moses Allen of Granville in ye County of Hampshire yeoman Deft in a plea of Ejectment as heretofore recorded at large And Now ye sd Plts come here by Joseph Hawley Esq and ye Deft being three times publickly called makes default of appearance in Court It is therefore it is considered by the Court that the said Nathan, Uriah, John & Jabez recover against ye sd Moses the Lands and premises &c demanded &c Cost of Court taxed at three pound 11/2 and thereof &c

Execon is 2d Novr 1769

Sidem vs Root

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager of Marlborough in ye County of Middlesex Gent John Warren Gent & Jabez Dunham Husbandman both of sd Marlborough Plts vs Amos Root of a place called the Wedge in ye County of Hartford & Colony of Connecticutt Husbandman Deft in a plea of Ejectment as at large on record of ye last Term, The plaintiffs appear by Joseph Hawley Esq their Attorney and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Nathan, Uriah, John & Jabez recover against ye said Amos the Tenements &c demanded and Cost of Courts taxed at three pounds 11/2 &c

Sidem vs Thrall

Nathan Bridgham of Southborough in ye County of Worcester Gent Uriah Eager of Marlborough in ye County of Middlesex Gent John Warren Gent & Jabez Rice Husbandman both of said Marlborough Plts vs Samuel Thrall of Granville in ye County of Hampshire Husbandman Deft in a plea of Ejectment as on record of ye last Term The pltts appear by Joseph Hawley Esq their Attd and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Nathan, Uriah, John and Jabez recover against ye said Samll the Tenem &c demanded & Cost of Court taxed at three pounds 11/2 and thereof &c

Sidem vs Manson

Nathan Brigham of Southborough in ye County of Worcester Gent Uriah Eager Gent, John Warren Gent & Jabez Rice Husbandman all of Marlborough in ye County of Middlesex Plts vs Jared Manson of Granville in ye County of Hampshire Husbandman Deft in a plea of Ejectment as at large on record of ye last Term The Plts appear by Joseph Hawley Esq their Attd & ye Deft being three times publickly called makes default of appearance in Court it is therefore considered by ye Court that ye said Plts recover against ye Deft ye Lands &c demanded &c and Cost of Court taxed at three pounds 11/2 and thereof &c

Wilson vs Wilson

Samuel Wilson of Blanford in ye County of Hampshire yeoman Plt vs James Wilson ye second, late of sd Blanford Blacksmith Deft in a plea of ye Case as at large on record of ye last Term And the plt appears by John Phelps Gent his Attd & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that ye said Samll recover against ye sd James five pounds 11/1 of lawful money damages and Cost of Court taxed at two pounds 11/3 thereof &c

Execon is 25th July 1769

Jonathan Warner of Hadley in the County of Hampshire Trader Pltff vs James Powers of Greenwich in ye County aforesd yeoman Deft in a plea of the Case for that said James at sd Hadley on ye fifth day of October last past by his note of that date for Value rec promised said Jona to pay him Two pounds 13/1 lawful money on demand with Interest, And also said James at sd Hadley on ye first day of March Current by his other note of that date for Value rec promised ye same Jona to pay him one other sum of five pounds 0/5 lawful money on demand with Interest &c as in the Writ

WARNER vs POWERS No 1

The pltff appears by Elisha Porter Gent his Attn and ye Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye sd Jonathan recover against ye said James Eight pounds 12/0 1/2 of lawful mony damages and Cost of Court taxed at two pound 3/2 and thereof &c

Execn is June 9th 1789

Jonathan Warner of Hadley in ye County of Hampshire Trader Pltff vs John Belding late of Ashfield in ye County aforesd Yeoman Deft In a plea of the Case for that sd John at said Hadley on ye 27th Day of Nov 1787 by his note of that date for Value rec promised sd Jona to pay him five pounds 16/11 by ye first day of September then next with Interest after the time of Payment till paid &c And also for that said John at said Hadley on ye first day of January 1788 being justly indebted to sd Jonathan in one other Sum of one pound 12/9 lawful money for Sundry Articles of Book Acct according to ye Acct annexed to ye Writ &c in Consideration thereof promised said Jona to pay him ye same on demand &c as in the Writ

Belding vs Belding No 2

The pltff appears by Elisha Porter Gent his Attn by Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that the said Jonathan recover against ye said John Eight pounds 2/4 of lawful mony damages and Cost of Court taxed at Two pounds 1/6 and thereof &c

Execn is June 9th 1789

William Gray of Pelham in the County of Hampshire Yeoman Pltff vs James Sloan ye second of sd Pelham Yeoman Deft in a plea of ye Case for that ye said James at sd Pelham on ye 26th Day of September 1786 by his Note of that date for Value rec promised ye sd William to pay him ye sum of Twenty pounds lawful money by ye twenty sixth day of September then next after ye Date of ye said note with ye Lawful Interest of the same till paid Yet ye said James tho often requested has never performed his sd promise but neglects & refuses to do it to ye Damage of ye said William Twenty five pounds &c The pltff appears by Elisha Porter Gent his Attn & ye Deft being three times publickly called makes default of appearance in Court &c Therefore it is considered by ye Court that ye said William recover against ye said James seventeen pounds 7/10 of lawful money damages and Cost of Court taxed at one pound 16/8 and thereof &c

Gray vs Sloan 2d No 3

The said James afterwards at this Term comes here by Joseph Hawley Esq his Attn and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for ye said James prosecuting ye Appeal with Effect as by sd recognizance on file it appears

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Wait
vs
Chamberlain
No 4

Seth Wait of Hatfield in ye County of Hampshire yeoman Pltff Thomas Chamberlain of Deerfield in ye County aforesaid yeoman Deft in a plea of the Case for that ye said Thomas at said Deerfield on ye first day of Feby 1768 by his note of that date of that date for Value rec promised ye said Seth to pay him ye Sum of Eighteen pounds 1/8 lawful money by the first day of August then next after ye Date of ye said Note together with the Lawful Interest of the same from and after ye first day of April then next following the date of ye same Note, yet ye said Thomas tho often requested has never performed his said Promise but neglects it To ye Damage of ye said Seth Twenty four pounds The pltff appears by Elisha Porter Gent his Attyand ye Deft being three times publickly called makes default of appearance in Crt.

Its therefore considered by ye Court that ye Seth recover against the said Thomas Eighteen pounds 1/3 3/4 of lawful money damages and Cost of Court taxed at one pound 16/8 and therefore

The said Thomas afterwards at this Term comes by Jonathan Ashley Esqr Gent his Atty and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of September next and recognizes with Sureties as ye Law directs for ye Thomas prosecuting ye Appeal with Effect as by said recognizance on file appears

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Van Ness
vs
Sawyer
No 5

David Van Ness of Rynebeck in ye County of Dutchess & Province of New York Merchant Pltff vs Moses Sawyer of Sheffield in ye County of Berkshire yeoman Deft in a plea of ye Case for that ye Moses at Springfield on the 17th Day of Novr 1768 by his Note of that date for Value rec promised ye David to pay him Nine pounds York Currency on or before ye first day of Febr then next &c as in ye Writ — The Pltff appears by Theodore Sedgwick Gent his Atty ye Deft being three Times publickly called makes default of appearance in Court — Its therefore considered by ye Court that ye David recover against ye said Moses Six pounds 13/0 of lawful money damages and Cost of Court taxed at three pounds 2/10 2 thereof &c — Execon is 30th May 1769

Bostwick
vs
Smith
No 6

Andrew Bostwick of ye North East precinct in ye County of Dutchess & province of New York Merchant Pltff vs Joseph Smith of Great Barrington in ye County of Berkshire yeoman Deft in a plea of the Case for that said Joseph at Springfield on ye 17th Day of June 1768 by his Note of that date for Value rec promised said Andrew to pay him nine pounds 3/0 York money on demand with Interest &c as in ye Writ The pltff appears by Theodore Sedgwick Gent his Atty ye Deft being three times publickly called makes default of appearance in Court

Its therefore considered by ye Court that ye Andrew recover against the said Joseph seven pounds 5/8 of lawful money damages and Cost of Court taxed at three pounds 1/8 thereof &c — Execon is 30th May 1769

Whitney
vs
Adams
No 7

David Whitney yeoman & Ebenezer Whitney yeoman both of Salisbury in ye Colony of Connecticutt Pltfs vs Joshua Adams of Egremont in ye County of Berkshire Yeoman Deft in a plea of the Case for that ye Joshua at said Springfield on ye 6th Day of Novemr 1768 by his note of that date for Value rec promised said David and Ebenezer to pay them twenty pounds lawful money on demand &c as in ye Writ

The pltff appears by Theodore Sedgwick Gent his Atty ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye David & Ebenezer recover against the said Joshua twenty pounds of lawful money damages & Cost of Court taxed at two pounds 12/4 and thereof &c — Execon is 30th May 1769

John Van Ness of Rynebeck in ye County of Dutchess & Province of New York Merchant pltff vs Constantine Noble of Sheffield in ye County of Berkshire yeoman Deft in a plea of ye case for that ye Constantine at said Springfield on ye 21st Day of Octo 1766 by his note of that date for Value rec promised said John to pay him nine pounds 12/11 York Currency on demand with Interest &c as in the Writ

Van Ness vs Noble No 8

The pltff appears by Theodore Sedgwick Gent his Attr and ye Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by the Court that ye John recover against the said Constantine Seven pounds 12/3¼ of lawful mony damages and Cost of Court taxed at three pound 3/2 and thereof &c

Execn is 30th May 1769

David Beats of the Northeast precinct in Dutchess County in the Province of New York Mariner pltff vs Elias Willard dwelling on a Tract of Land called the Ministers Grant Northeast of & adjoining to Stockbridge in ye County of Berkshire yeoman Deft in a plea of ye Case for that ye said Elias at Springfield on ye sixth day of Nov 1767 by his certain writing or Obligation of that date well Executed under his hand and Seal in Court to be produced for Value rec promised the said David by ye Name of Capt David Beats of Dutchess County in ye Government of New York to pay or cause to be paid to him ye just Sum of thirteen pounds 10/ lawful mony ator upon ye sixth day of Novr then next following ye Date of said Writing or Obligation Yet ye said Elias hath never paid said Sum or caused the same sum to be paid to ye said David tho ye same sixth day of November next following the date of said writing or Obligation has long since past & the sd Elias has been often requested to pay ye same sum but he ye sd Elias unjustly neglects and refuses to pay ye same or any part thereof to ye sd David Damage of ye sd David fifteen pounds — The pltff appears by Mark Hopkins Esq his Attr and the said Elias comes by Theodore Sedgwick Gent his Attr and prays Leave to imparl to ye next Term that he may plead specially & it is granted him, And the said parties have a further day before the Lord ye King here until ye Last Tuesday of August next Ensuing

Beats vs Willard No 9

Garret Rapalje of New York in ye County & Province of New York Merchant pltff vs Elias Willard who lives on a tract of Land called ye Ministers Grant North East of & adjoining to to Stockbridge in ye County of Berkshire yeoman Deft in a plea of ye Case that ye said Elias render to him ye sd Garret two Hundred & Eighty & nine pounds 10/ lawful money which to him ye sd Elias owes & from him unjustly detains whereupon ye sd Garret says that ye sd Elias at said Springfield on ye fifth day of Decr 1766 by his Bond of that date well Executed under his hand and Seal in Court to be produced bound himself by the Name of Elias Willard of Stockbridge Merchant unto ye sd Garret by the Name of Garret Rapalje of ye City of New York Merchant in ye Sum of three Hundred & Eighty six pounds current mony of ye Province of New York which is Equal to two Hundred Eighty & nine pounds 10/ Lawful mony of this our Province of ye Massachusetts Bay to be paid to him ye said Garret on demand, Yet ye said Elias tho often thereto requested hath never paid ye same Sum nor any part thereof but he unjustly neglects & refuses to pay the same To ye Damage of ye said Garret two Hundred & ninety pounds The pltff appears by Mark Hopkins Esq his Attr & Deft comes by Theodore Sedgwick Gent his Attr and prays Leave to imparl to ye next Term that he may plead specially & it is granted him and ye sd parties have a further day here until the Last Tuesday of August next Ensuing &c

Rapalje vs Eundem

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Higgins vs Rich

Elisha Higgins of Palmer in ye County of Hampshire yeoman Plt vs Experience Rich of Western in ye County of Worcester yeoman Deft in a plea of Trespass on the Case and whereon yd Elisha says that at sd Palmer on the Tenth day of Jany last past he was possessed of a bay Mare with a White face several white feet six years old of the price of nine pounds lawful money his yd Elishas proper Estate which Mare the sd Elisha ye same day casually lost and ye same Mare there afterwards the same Tenth day of Jany by finding came into ye Hands and possession of yd Experience and the sd Experience tho he knew the said Mare to be the Property of yd Elisha never delivered her to him tho often requested to do it but at sd Palmer ony twenty sixth day of ye same January converted her to his own Use To ye Damage of ye said Elisha Eighteen pounds

The Plt appears by John Worthington and Joseph Hawley Esquires his Attys and ye said Experience by Moses Bliss and Simeon Strong his Attorneys comes and defends &c And say he is not guilty in manner & form as yd Plt in his Declaration has alledged and thereof puts himself on ye Country — and ye Plt likewise

Thereupon ye Jurors of ye Jury at this time according to ye Form & Effect of the Statutes in this behalf provided returned impanelled being duly sworn likewise come Who to say ye Truth concerning the premises being duly sworn by Mr Ebenezer Warriner their Foreman declare upon their Oath that they find for ye Plt Seven pounds Damages & Cost of Court

Therefore it is considered by ye Court that ye said Elisha recover against ye said Experience Seven pounds Damages of lawful mony and Cost of Court taxed at £ and thereof &c

The said Experience in his proper person appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on the fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal with Effect as by sd recognizance on file it appears

Wheeler vs Selye

Joseph Wheeler of Shutesbury in the County of Hampshire yeoman Plt vs Ephraim Selye late of Williamstown in ye County of Berkshire Gent Deft in a plea of the Case for that whereas said Joseph at sd Shutesbury on the Eleventh day of August 1766 at the special Instance & request of yd Ephraim made to sd Ephraim said Joseph his note for ye payment of Twenty three pounds lawful money &c as in the Writ — The plt being three times publickly called to come into Court does not appear &c his Nonsuit and ye Deft likewise defaulted and the Action is dismissed

Johnson vs Curtis

Philemon Johnson of Wallingford in ye County of New Haven in the Colony of Connecticutt yeoman Plt vs Titus Curtis of Stockbridge in the County of Berkshire yeoman Deft in a plea of the Case for that ye said Titus at Springfield ony fifth day of November 1764 by his note of that date for Value rec promised sd Philemon to pay him Ten pounds lawful money at or before the first day of April then next with Interest &c as in the Writ — The plt appears by Woodbridge Little Gent his Att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Philemon recover against yd Titus seven pounds 1/0 of lawful mony Damages and Cost of Court taxed at two pounds 10/0 and thereof &c

Execn is 2d June 1769.

Gates
vt
Thompson
14

Andrew Gates of Hatfield in ye County of Hampshire Husbandman Pltf vs Samuel Thompson of said Hatfield Labourer Deft in a plea of the Case for that whereas ye said Samuel at said Hatfield on ye first day of January last past being indebted to ye said Andrew in ye Sum of Two pounds 0/0 lawful money for thirty eight pounds of Goose Feathers by ye said Andrew Sold to ye said Samll in Consideration thereof said Samll promised to pay him ye Sum on demand &c as in ye Writ

The pltf appears by Joseph Hawley Esq his Attr and ye Deft being three Times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye Pltf Andrew recover against ye said Samll Two pounds 0/0 of lawful money damages & Cost of Court taxed at one pound 16/2 and thereof he may have Execn

Execn is 29th May 1769

Thayer
vs
Thompson
15

Dependance Thayer of Charlemont in ye County of Hampshire yeoman Pltf vs Peter Thompson of ye Charlemont yeoman Deft in a plea of the Case for that said Peter at ye Charlemont on the Tenth day of April 1769 by his note of that date for value rec promised ye Dependance to pay him or order nine pounds 15/ within one year in money or Stock with interest till paid &c as in the Writ

The pltf appears by Jonathan Bliss Esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that ye said Dependance recover against the said Peter Ten pounds 0/2 of lawful money damages and Cost of Court taxed at two pounds 4/7 & end thereof &c

Execn is 31st Augt 1769

Keyes
vs
Moulton
16

Ephraim Keyes of Ashford in ye County of Windham in ye Colony of Connecticutt in New England Gentleman Pltf vs John Moulton of South Brimfield in ye County of Hampshire Yeoman Deft in an Action of herender to ye said Ephraim thirty one pounds 0/2 lawful money of our Colony afores equal in value to ye same Sum of lawful money of the Province of the Massachusetts Bay in New England which to him he owes and unjustly detains and whereupon the ye Ephraim declares that heretofore to wit on ye second Tuesday in Dec in ye seventh year of our Reign in our County Court before our then justices of our County Court held at Windham in and for our County of Windham afores on ye second Tuesday of Dec he the said Ephraim by ye Name of Ephraim Keyes of Ashford by ye judgment of the same Court recovered against the said John by the name of John Moulton of South Brimfield in ye County of Hampshire in ye province of the Massachusetts Bay thirty one pounds 0/2 lawful mony of our Colony afores which were adjudged to him ye said Ephraim for his damages which he had sustained as well by reason of a certain Trespass upon the Case then lately done by ye said John to ye Ephraim as for his Expences & Costs laid out by him by him about his Suit in that particular whereof he the said John is convicted as it doth by ye Record & proceeding thereof now remaining in our said County Court manifestly appears a True & attested Copy of which record and proceedings under the Seal of our sd County Court the said Ephraim will produce in our Inferiour Court abovementioned which judgment now remains in its full force Virtue and Effect not reversed annulled or satisfied and ye said Ephraim hath had no Execn of ye said Judgment whereby an Action accrued to ye Ephraim to require and have of ye said John the said thirty one pounds 0/2

Never

3d d

Keyes vs Moulton

Nevertheless the said John altho often requested hath not paid to the said Ephraim the said thirty one pounds 9/2 but hitherto altogether hath and still doth refuse to pay the same Tort Damage of the said Ephraim Forty pounds ~ The pltt appears by Joseph Hawley Esq his Attr and the said John comes here by Jonathan Worthington Esq Jonathan Bliss Gent his Attornies and begs leave to imparl to the next Term that he may have Opportunity to plead speciall and it is granted him and the Jd parties have a further day here in the Court of the Lord the King until the last Tuesday of Sept next

Orcutt vs Elliot

Edward Orcutt of a place Called Gore North of Chesterfield in ye County of Hampshire yeoman Pltf vs Nathaniel Elliot of the same place yeoman Deft in a plea of the Trespass on the Case for that sd Nathll at Springfield on ye 18th Day of Octo last by his note for Value rec'd promised said Edward to pay him or his order two pounds 6/ lawful Money on demand with Interest &c as in the Writ

The pltt appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Ct

Therefore it is considered by the Court that ye sd Edward recover against the sd Nathaniel two pounds 7/6 of Lawful mony damages and Cost of Court taxed at two pounds, and thereof &c

Execon is 21st May 1769

Pitts Esq vs Chapin

James Pitts of Boston in ye County of Suffolk Esq Pltr vs Nathan Chapin of Ashfield in ye County of Hampshire yeoman Deft in a plea of the Case for that said Nathan at Deerfield on ye Eleventh day of Feby 1768 by his Note of that date for Value rec'd promised one Elijah Williams to pay him or his order twenty six pounds 3/6 in twelve months in Cattle at Cash price with lawful Interest to be paid in Cattle at Cash price and afterwards on ye same 11th Day of Feby the said Elijah at sd Deerfield by his Indorsement ordered the Contents of sd Note to be paid to sd James of all which said Nathan on ye sd Eleventh day of Feby had notice And the said Nathan promised sd James to pay him the contents of sd Note according to ye Tenor thereof &c as in the Writ ~ The pltt appears by Jonathan Ashley Junr Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court. Therefore it is considered by ye Court that ye said James recover against the said Nathan twenty eight pounds 3/3 1/2 of lawful money damages & Cost of Court taxed at two pounds 18/2 and thereof &c ~ Execon is 13th July 1769

Wells vs Munsun

John Wells of Shelburne in ye County of Hampshire yeoman Pltf vs Benjamin Munsun of Deerfield in ye sd County Joiner Deft in a plea of the Case for that ye said Benjamin at sd Deerfield on ye tenth day of April 1769 by his Note of that date for Value rec'd promised ye said John to pay him five pounds 4/ on demand with lawful interest for the same till paid, yet ye said Benjamin tho often requested hath never paid ye same nor any part thereof But unjustly neglects & wholly denies & refuses to do it to ye Damage of ye sd John seven pounds ~ The pltt appears by Jonathan Ashley Junr his Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye sd John recover against ye sd Benjamin five pounds 5/5 3/4 of lawful mony damages & Cost of Court taxed at one pound 19/7 and thereof &c

The said Benjamin afterwards at this Term comes here by Elijah Williams Esq Gent his Attr and appeals from ye Judgment of this Court to ye Superior Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye Fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the sd Benjn prosecuting ye appeal with Effect as by ye Recognizance on file appears

Adam Trusty of Spencer in ye County of Worcester yeoman Pltff vs Caleb Thayer of Charlemont in ye County of Hampshire yeoman Deft In a plea of the Case for that said Caleb at Springfield on ye 30th Day of August last by his Note of that date for Value rec promised ye Adam to pay him or order three pounds 4/ on demand with Interest & ain ye Writ The pltff appears by Joshua Upham Gent his Attorney Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye Adam recover against the said Caleb three pounds 6/7 3/4 of Lawful mony Damages and Cost of Court taxed at two pounds 7/11 whereof execution is 11th Sept 1789

389 Trusty vs Thayer 20

James McMitchel of Ware in ye County of Hampshire yeoman Pltff vs Edward Whitcomb Late of Chesterfield in ye County aforesd yeoman Deft In a plea of the Case for that said Edward at Springfield on ye 27th Day of August 1787 by his note of that date for Value rec promised said James to pay him or his Order four pounds 10/ by ye first day of April then next in neat Cattle at ye Market price with Interest till paid &c as in ye Writ — The pltff appears by Joshua Upham Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye James recover against ye Edward four pounds 19/5 of Lawful mony damages and Cost of Court taxed at Two pounds whereof execution is 24th June 1789

McMitchel vs Whitcomb 2E

Kathren Upham of Brookfield in ye County of Worcester Gentlewoman Pltff vs Jonathan Thayer of Charlemont in ye County of Hampshire yeoman Deft In a plea of the Case for that sd Jona at Springfield on ye 20th day of Sept 1783 by his note of that date for Value rec promised sd Kathren to pay her or order four pounds within two years with Interest & ain ye Writ The pltff appears by Joshua Upham Gent her Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court ye sd Kathren recover against the said Jonathan four pounds 5/10 1/2 of lawful mony damages & Cost of Court taxed at two pounds 4/10 whereof execution is 29th Nov 1789

Upham vs Thayer 2D

Phinehas Upham of Brookfield in ye County of Worcester Gent Pltff vs Ephraim Paddock of Ware in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Ephraim at Springfield on ye 22 day of April Anno 1789 by his note of that date for Value rec promised sd Phinehas to pay him ye Sum of one pound 11/3 3/4 on demand with Interest till paid And Also for that said Ephraim at sd Springfield on ye fourth day of Sept Anno 1789 by his note of that date for Value rec promised one Simeon Blatchner to pay him or his order four pounds 12/ in two months from ye Date of said Note with Interest till paid & afterwards to wit on ye same fourth day of Sept at sd Springfield said Simeon by his Indorsement in Writing made on ye Back of sd Note with his proper hand subscribed ordered the Contents of sd Note then wholly unpaid to be paid to sd Phinehas of all which ye sd Phinehas there instantly had notice and thereby became liable to pay ye same Contents of ye same Note to sd Phinehas according to ye form & effect of ye same Note in Consideration thereof sd Ephraim then & there assumed on himself that sd Phinehas faithfully promised to pay him ye same Contents of sd Note according to ye

Upham vs Paddock 2B

Tenor

Upham vs Paddock

Tenor thereof And also for that said Ephraim there afterwards on ye last day of March last past was justly indebted to said Phinehas in ye farther sum of Two pounds 2/ for sundry articles of Ware according to ye tenor annexed to ye Writ & in Consideration thereof s^d Ephraim then there assumed on himself and to ye said Phinehas faithfully promised to pay him ye same on demand yet said Ephraim tho' often requested hath never paid either of ye sums aforesaid or any part thereof but unjustly neglects it to ye Damage of ye s^d Phinehas fifteen pounds

The ptt appears by Joshua Upham Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye s^d Phinehas recover against the said Ephraim Nine pounds 0/4½ of lawful money damages & Cost of Court taxed at one pound 19/10 and thereof &c

The said Ephraim afterwards at this Term comes here by Ethan Withington Esq his Att^y and appeals from ye judgment of this Court to ye Superiour Ct of Judicature ~~that ye said~~ to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of September next Ensuing & he recognizes with Sureties as the Law directs for his prosecuting ye Appeal with Effect as by said recognizance on file it appears

Patterson vs Oliver

David Patterson of Rutland District in ye County of Worcester yeoman Pltff vs Robert Oliver of Conway in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Robert at Springfield on ye fourth day of June last past by his note of that date for Value rec promised s^d David to pay him or his Order twelve pounds in six months with Interest after four Months on half till paid &c as in the Writ

The ptt appears by Joshua Upham Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said David recover against the said Robert Ten pounds 7/3½ of lawful money damages and Cost of Court taxed at two pounds 2/10 and thereof &c

Lamberton vs Gould

James Lamberton of Palmer in ye County of Hampshire yeoman Pltff vs Nathan Gould of Brookfield in ye County of Worcester yeoman Deft in a plea of the Case for that said Nathan at Springfield on ye fifth day of March 1766 by his note of that date for Value rec promised said James to pay him thirteen pounds lawful money by ye last Day of Septr then next with Interest till paid yet said Nathan tho' often requested hath never paid ye same or any part thereof but unjustly neglects it to ye Damage of s^d James Thirteen pounds

The ptt appears by Joshua Upham Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said James recover against ye said Nathan Eight pounds 13/8 of lawful mony damages & Cost of Court taxed at one pound 0/8 thereof &c ~ The s^d Nathan afterwards comes here by Mark Hopkins Esq his Attorney and appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye Fourth Tuesday of Septr next Ensuing And he recognizes with Sureties as the Law directs for his prosecuting ye Appeal with Effect as by said recognizance on file appears

Nagel vs Gaylord

Michael Nagel of Malden in ye County of Middlesex yeoman Pltff vs Hezekiah Gaylord of Hadley in ye County of Hampshire Taylor Deft in a plea of ye Case for that said Hezekiah at Hadley on ye Eighteenth day of January 1769 by his note for Value rec promised said Michael to pay him or his order Two pounds 13/8 on demand with Interest till paid &c as in the Writ.

The ptt appears by Simeon Strong Esq his Att^y and the Deft being three times

times publickly called makes default of appearance in Court — 3/9t
Therefore it is considered by ye Court that ye said Michael recover against Nagel
the said Hezekiah Two pounds 4/9 of lawful mony damages and vs
Cost of Court taxed at two pounds 5/2 whereof he may have his Execn Gaylord
Execon is 26th July 1769

William Eastman of Granby in ye County of Hampshire Yeoman Ptff vs
Gad Chapin of Springfield in said County Gentn Deft in a plea of ye Eastman
Case for that said Gad at ye Granby on ye tenth day of April 1769 by vs
his Note of that date for Value rec promised said William to pay Chapin
him three pounds 18/ lawful mony on demand with Interest till paid 27
Also for that said Gad at ye Granby on ye third day of Feby 1769 by his
other note of that date for Value rec promised said William to
pay him 18/ lawful mony on demand with Interest &c as in ye Writ
The ptt appears by Simeon Strong Esq his Attn and ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said William recover
against ye said Gad five pounds 17/10½ of lawful mony damages & Cost
of Court taxed at one pound 12/0 whereof &c — Exd ifs 24th Nov 1769

John Crosbee of Shutesbury in ye County of Hampshire yeoman Ptff Crosbee
Aaron Osgood of ye Shutesbury yeoman & Thomas Osgood of Irvingshire vs
yeoman both in ye County aforesd Defts in a plea of the Case for that Osgood &c
said Aaron & Thomas at ye Shutesbury on ye 12th Day of Augt 1769 by their 20
Note of that date for Value rec promised ye John to pay him nine pounds
lawful mony by ye first day of Augt then next with Interest &c as in ye Writ
The ptt appears by William Billings Gent his Attn and ye Defts being
three times publickly called make default of appearance in Court
It is therefore considered by ye Court that ye John recover against
the said Aaron and Thomas five pounds 8/0 lawful mony damages &c
Cost of Court taxed at one pound 18/4 whereof &c — Exd ifs 14th Decr 1769

Benjamin Ely of Springfield in ye County of Hampshire yeoman Ptff Ely
Joseph Morgan Senr of ye Springfield yeoman Deft in a plea of ye Case for vs
that said Joseph at ye Springfield on ye 13th Day of Augt last by his Note of a Morgan
that date for Value rec promised ye Benjamin to pay him or order
nine pounds of ye on demand with Int till paid &c as in ye Writ 29
The ptt appears by Justin Ely Gent his Attorney & ye Deft being three
times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Benjamin recover
against ye said Joseph nine pounds 9/0½ of lawful mony damages &
Cost of Court taxed at one pound 10/9 whereof &c — Exd ifs 30th May 1769

Seth Austin of Sheffield in ye County of Hampshire yeoman Ptff Martin Austin
Smith of ye Westfield in ye County aforesd yeoman Deft in a plea of ye Case vs
for that said Martin at a place called Windsor in Springfield on ye 20th Day of Smith
January 1766 by his Note of that date for Value rec promised ye Seth to 30
pay him or his order two pounds 15/0 lawful mony on demand with
Interest for the same till paid &c as in ye Writ
The ptt appears by Justin Ely Gent his Attn and ye Deft being three times
publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Seth recover against
the said Martin three pounds 6/0½ of lawful mony damages &c
Cost of Court taxed at one pound 11/6 and thereof &c
Execon is 28th Septr 1769

392 John Marshall of South Hadley in ye County of Hampshire yeoman Pltff vs Benjamin Jones Senr of Springfield in ye County aforesd yeoman
Marshall Deft in a plea of the Case for that said Benjamin at said Springfield
vs on the 22d day of Nov 1766 by his note of that date for Value rec
Jones promised said John to pay him two pounds 3/11 on demand with
lawful interest until paid &c as in the Writ. The pltff appears by
31 Justin Ely Gent his Attorney and ye Deft being three times publickly
called makes default of appearance in Court. It is therefore con
sidered by ye Court that ye said John recover against the sd Benjn
two pounds 2/8 of lawful mony damages & Cost of Court taxed at £1,11,9 thereof &c
Execn iss 13th July 1769

Hunt Ebenezer Hunt of Northampton in ye County of Hampshire Gent Pltff vs
vs Benjamin Munsun of Deerfield in ye County aforesd Joiner Deft in a plea
of the Case for that said Benjamin at said Northampton on ye 18th Day
Munn of Decr 1767 by his note of that date for Value rec promised said
33 Ebenezer to pay him three pounds 17/ on demand with Interest &c as in ye Writ
The Pltff appears by Daniel Hitchcock Gent his Attorney & Deft being
three Times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye sd Ebenezer recover against
the said Benjamin four pounds 3/10 1/4 of lawful mony damages
Cost of Court taxed at one pound 18/10 thereof &c Execn iss 26th May 1769

Maynard Malachi Maynard late of Brookfield now of Conway in the County of
vs Hampshire yeoman Pltff vs Moses Woods of Brookfield in ye County of
Woods Worcester yeoman Deft in a plea of the Case for that said Moses at
34 Springfield on ye 18th Day of Jany last past by his note of that date
for Value rec promised said Malachi to pay him or his order Eight
pounds 15/8 on demand with Interest till paid &c as in the Writ
The pltff appears by Daniel Hitchcock Gent his Attorney and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Malachi recover against
the said Moses Eight pounds 18/11 1/4 of lawful mony Damages & Cost of
Court taxed at Two pounds 3/9 and thereof &c Execn iss 19th June 1769

Pomeroy Josiah Pomeroy of Northampton in ye County of Hampshire Gent Pltff vs
vs Stephen Farr ye second yeoman and Silas Farr yeoman both of ye New
Farr Pltff Plantation called Number five in ye County aforesd Defts in a plea of the
35 Case for that said Stephen & Silas at Northampton aforesd on ye 18th Day of
Jany last past by their note of that date for Value rec promised said
Josiah to pay him three pounds 4/8 on demand with Interest for ye same
till paid, yet ye said Stephen & Silas tho often requested have never paid
the same or any part thereof But unjustly neglect it to ye Damage of
the said Josiah Six pounds. The Pltff appears by Daniel Hitchcock
Gent his Attorney and ye Defts being three times publickly called make default
of appearance in Court. It is therefore considered by ye Court that
the said Josiah recover against ye said Stephen & Silas three pounds 5/8
of lawful mony damages and Cost of Court taxed at one pound 19/10d
The said Stephen and Silas afterwards come here by Joseph Hawley Esq
their Attorney and appeal from ye judgment of this Court to ye Superiour
Court of judicature to be holden at Springfield in the County of
Hampshire on the fourth Tuesday of September next ensuing
And he recognizes with Sureties as the Law directs for the said Stephens
and Silas's prosecuting the appeal with Effect as by said recognizance
as on file it appears

Elkanah Burt of Northampton in ye County of Hampshire Yeoman pltt vs Ebenezer Truesdale of Chesterfield in sd County yeoman Deft in a plea of the Case for that said Ebenezer at Springfield on ye first day of Augt last by his note of that date for Value rec promised said Elkanah to pay him four pounds 14/0 on demand with Interest &c The pltt appears by Daniel Hitchcock Gent his Att and ye Deft being three times publickly called makes default of appearance in Court

Burt vs Truesdale 37

Therefore it is considered by the Court that ye Elkanah recover against the said Ebenezer four pounds 16/3d½ of lawful money damages and Cost of Court taxed at one pound 18/6d thereof &c

Execon is 24th July 1769

Richard Ellis of Colrain in ye County of Hampshire yeoman pltt vs Andrew Luckes of sd Colrain yeoman Deft in a plea of Trespass For that the said Andrew at said Colrain on ye twenty ninth day of April Anno 1766 and at divers days and Times between ye same twenty ninth day of April and this day with Force & Arms did break & Enter on & close of the pltts in Colrain aforesd to wit ye House Lott Number twenty three there being Entred one Tun of ye pltts Hay of ye Value of twenty shillings ye said Andrew did take and carry away and his Grass there lately growing to ye Value of six pounds with certain Cattle to wit with Horses, Hogs & Sheep then & there depasture & trod down and consumed And also Sixty Lods of ye pltts Fence there lately Erected the sd Andrew with like Force and Arms did then & there prostrate break and pull down ye Wood to wit Ten Loads of Wood arising from ye Fence aforesd to ye Value of Two pounds took & carried away and many other Enormities against ye pltts then & there did all which is contrary to law against our peace Hon & damage of the said Richard Twenty pounds &c

Ellis vs Luckes 39

The said parties appear in their proper persons and Refer ye Case with their whole controversy as on file Explained to ye final determination and Award of Ebenezer Porter of Hadley Esq William Williams of Hatfield Gentn and Ebenezer Hunt of Northampton Gent Arbitrators mutualy chosen by ye sd Parties or any two of them to be made upon the premises & returned into Court as soon as may and ye Case is continued until the next Term

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Eldad Parsons of Enfield in ye County of Hampshire Yeoman pltt vs Ebenezer Trumble late of a place commonly known & called by the Name of Number one Equivelant in ye County of Berkshire Yeoman Deft in a plea of the Case for that sd Ebenezer at Springfield on ye 13th Day of January 1763 by his note of that date for Value rec promised said Eldad to pay him one pound 14/ lawful money on demand with Interest till paid &c as in the Writ

Parsons vs Trumble 39

The pltt appears by John Phelps Gent his Att and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye sd Eldad recover against the said Ebenezer Two pounds 6/9d½ of lawful money damages & Cost of Court taxed at one pound 14/0 and thereof &c

Exn is 25th July 1769

Josiah Parks of Westfield in ye County of Hampshire yeoman pltt vs Timothy Lee of Granville in ye same County yeoman Deft in a plea of the Case for that said Timothy at said Westfield on ye nineteenth day of April 1763 by his note of that date for Value rec promised said Josiah to deliver unto him or his order at his dwelling House in Westfield on or before the first day March then next five hundred

Parks vs Lee 41

304

Parks vs Lett

Hundred good Chesnutt Rails & Eighty good White Oak and Chesnut half posts which Rails the pltt avers to be well worth 1£/8s Hundred and ye Posts well worth six pence each &c as in the Writ &c
The pltt comes in Court by John Phelps Gent his Attorney & Deft being three times publickly called makes default of appearance
Therefore it is considered by ye Court that ye said Josiah recover against ye said Timothy four pounds 18/8d of lawful money damages and Cost of Court taxed at one pound 10/10 and thereof &c

Execon iss 14th June 1769

Parks vs Smith

42

Elisha Parks of Westfield in the County of Hampshire Gent Ptff Joel Smith of Springfield in ye same County Blacksmith Deft in a plea of the Case for that ye said Joel at said Westfield on ye 29th Day of Aug Dr 1768 by his note of that date for Value rec'd promised ye Pltff Elisha to pay him or order the sum of Eight pounds 12s lawful money on demand with Interest till paid Yet ye said Joel the often requested hath not performed his said promise but he wholly neglects & refuses to do it To ye Damage of the said Elisha Nine pounds
The pltt appears by John Phelps Gent his Attr and Jerasmus tas it appears to ye Court that the said Joel at ye Time of the Service of ye Pltts Writ was out of the Province It is considered by ye Court that Case be continued and ye said parties have a further day before the Lord ye King here until ye Last Tuesday of August next

Lyman vs Barnard Ptff

Gad Lyman of Northampton in ye County of Hampshire yeoman Ptff vs David Barnard and Phinehas Warren both of Waltham in the County of Middlesex Cordwainers Defts in a plea of the Case for the said David & Phinehas on ye 28th Day of April last at Springfield by their Note of that date for Value rec'd promised ye Gad to pay him
43 four pounds 8/8 money on demand with Interest &c as in ye Writ
The pltt appears by John Phelps Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Gad recover against the said David & Phinehas four pounds 8/7 of lawful money damages and Cost of Court taxed at two pounds 9/2 and thereof &c

Execon iss 22d May 1769

Fairman vs Pynchon

James Fairman of Westfield in ye County of Hampshire yeoman Ptff vs George Pynchon of Granville in ye County aforesaid Trader Deft in a plea of the Case for that said George at Westfield on ye 25th Day of Jany
44 last past by his note of that date for Value rec'd promised ye Pltff James to pay him the sum of fourteen pounds meaning the Same of fourteen pounds lawful money on demand with lawful interest till paid Yet the said George the often thereto requested hath not performed his said Promise But he wholly neglects to do it To ye Damage of ye said James twenty pounds &c The pltt appears by John Phelps Gent his Attr and the Deft being three times publickly called makes default of appearance in Court Therefore it is considered by the Court that the said James recover against the said George fourteen pounds five shillings and two farthings of lawful money Damages and Cost of Court taxed at one pound 13/6 and thereof &c
The said George afterwards at this term comes here by Moses Bliss Gent his Attr and appeals from ye judgment of this Court to ye Superior Court of judicature to be holden at Springfield in & for ye County of Hampshire on the fourth Tuesday of Sept next And he recognizes with Sureties as ye Law directs for the said George's prosecuting the appeal with Effect as by said recognizance as on file it appears

Moses Root of Westfield in the County of Hampshire yeoman Ptff vs Lebbeus Ball yeoman and George Pynchon Trader both of Granville in the said County Deft in a plea of the Case for that sd Lebbeus and George at sd Granville on ye 13d Day of Jan 1766 by their note of that date for Value rec promised sd Moses to pay him fifteen pounds lawful mony on or before the first day of May then next And also for that said George and Lebbeus at sd Granville on the last day of April last being indebted to ye said Moses in ye sum of fifteen pounds lawful mony for a pair of Cattle before that Time sold & Delivered said Lebbeus at his special Instance & request and being so indebted they said George for ye Consideration of sd Cattle Did as aforesaid faithfully by a writing under their hands promised ye sd Moses to pay him ye further sum of fifteen pounds lawful money on or before ye first day of May Domini 1766 &c as in the Writ

The ptff appears by John Phelps Gent his Attorney & ye Deft being three times publickly called make default of appearance in Court

It is therefore considered by ye Court that ye said Moses recover against the said Lebbeus and George fifteen pounds of lawful mony damages and Cost of Court taxed at one pound 16/6 and therefor &c

3 Q B

Root vs Pynchon et al

£1 15

Excon is 7th June 1766

Seth Remington of Springfield in ye County of Hampshire yeoman Ptff vs Joel Smith of said Springfield Blacksmith Deft in a plea of the Case for that the said Joel at sd Springfield on ye Eighth day of August Dom 1765 by his note of that date for Value rec promised ye sd Seth to pay him ye sum of four pounds worth in Cattle & good merchantable Grain at ye Market price at or before the first day of March then next following ye date of ye same note And the ptff avers he has always hitherto been ready to receive said Cattle and Grain &c & ye said Joel tho' often thereto requested hath not performed his said promise but he wholly neglects & refuses to do it To ye Damage of the said Seth five pounds

The ptff appears by John Phelps Gent his Attorney and forasmuch as it has been made to appear to this Court that ye said Joel at ye time of ye Service of ye ptfs Writ was out of ye Province It is therefore Ordered by ye Court that ye Case be continued until ye next Term And ye said parties have a further day before ye Lord ye Lord ye King here until the last Tuesday of August next ensuing

Remington vs Smith

£6

Ozias Pettibone of Symsbury in the County of Hartford and Colony of Connecticutt Trader ptff vs Roswell Grave of Granville in ye County of Hampshire yeoman Deft in a plea of the Case for that sd Roswell at Springfield on ye last day of March last past being indebted to ye said Ozias in the sum of two pounds 2/6 for divers Articles of Book Acct according to ye Schedule annexed to ye Writ in Consideration thereof sd Roswell promised ye ptff to pay him ye same on demand &c as in Writ

The ptff appears by John Phelps Gent his Attorney & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Ozias recover against ye sd Roswell two pounds 2/6 of lawful mony damages & cost of Court taxed at £1, 15/10 & therefor &c

Pettibone vs Graves

£7

Excon is 13th June 1766

Ozias Pettibone of Simsbury in ye County of Hartford and Colony of Connecticutt Trader ptff vs Oliver Munn of Granville in ye County of Hampshire yeoman Deft in a plea of the Case for that sd Oliver at Springfield on ye last day of March last being indebted to ye ptff in ye sum of four pounds 18/10 lawfull mony for sundry Goods Wares & Merchandizes before that time sold & delivered by ye ptff to ye sd Oliver at his special instance and being

Munn vs Munn

£4 d

396

Pettebone vs Munn

Being so indebted he ye said Oliver in Consideration thereof promised said Ozias to pay him said Sum on demand &c as in the Writ

The ptt appears by John Phelps Gent his Attorney & ye Deft being three times publickly called makes default of appearance &c

Therefore it is considered by the Court that the said Ozias recover against the said Oliver four pounds 18/10 of lawful mony damages and Cost of Court taxed at one pound 16/10 and thereof &c

Execon iss 13th June 1769

Idem vs Spelman

49

Ozias Pettebone of Symsbury in ye County of Hartford and Colony of Connecticut Trader ptt by Asahel Spelman of Granville in County of Hampshire yeoman Deft in a plea of ye Case for that s^d Athasel at Springfield on ye last day of March last past being indebted to ye ptt in ye Sum of Six pounds 1/0 lawful mony for divers Articles of Book Art before that Time sold and delivered by ye ptt to ye said Asahel at his special Instance & request and being so Indebted to the said Athasel in Consideration thereof promised said ptt to pay him said Sum on demand &c as in the Writ

The ptt appears by John Phelps Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by the Court that ye^d Ozias recover against the said Athasel six pounds 1/0 of lawful mony damages & Cost of Court taxed at one pound 16/10 and thereof &c Execon iss 13th June 1769

Fowler vs Noble

50

David Fowler of Westfield in ye County of Hampshire yeoman ptt v^s Stephen Noble of said Westfield yeoman Deft in a plea of Trespass upon the Case for that ye said Stephen at ye^d Westfield on ye sixth day of April Dated 1768 by his note of that date for Value there rec^d promised said David to pay him seventeen pounds 5/0 in lum meaning seventeen pounds 5/ lawful mony worth of Merchantable lum at ye Market price and deliver the same lum at Hartford by ye fifteenth day of June then next following the date of s^d Note And ye ptt avers he has always hitherto been ready at ye place of Delivery aforesaid to receive said lum, yet the said Stephen tho often thereto requested hath not performed his said promise. But he unjustly neglects to do it to ye Damage of the said David Twenty pounds

The ptt appears by John Phelps Gent his Att^y & Stephen by John Worthington Esq his Att^y comes and defends &c and reserving to himself the Liberty of altering this plea on Trial of ye appeal now pleads that ye Bond declared on is not his deed & thereof puts himself on ye Country, And ye said David Fowler by his Above named Attorney consenting to said Reservation says that ye Defts plea above pleaded and the matters therein contained are an insufficient Answer to ye ptts declaration and that he is not holden by ye Law of the Land to make answer thereto and this he is ready to verify Wherefore because the Deft hath not denied ye ptts declaration he prays judgment that his damages and Costs may be adjudged to him, And ye^d Stephen says his plea above pleaded is sufficient and thereof prays Judgment and Judgment for his Costs

Thereupon all and Singular the premises being seen & fully understood by ye Court of ye Lord the King now here for that it appears to ye said Court that ye plea aforesaid of ye^d Stephen by him in manner and form above pleaded and the matters therein contained are not sufficient in Law to preclude ye^d David from proceeding in his s^d Action against the said Stephen or from his damages and Costs aforesaid

Therefore

Therefore it is considered by ye Court that ye said David recover against the said Stephen Seventeen pounds 5/ of lawful money damages and Cost of Court taxed at one pound 11/9 and thereof &c

The said Stephen by his Att aforesaid appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire ye fourth Tuesday of September next Ensuing the recognizes with Sureties as ye Law Directs for his prosecuting ye appeal with Effect as by said Recognizance on file it appears

3697

Fowler vs Noble

Joseph Eglestone of Westfield in ye County of Hampshire yeoman pltff vs Daniel Stiles of said Westfield yeoman Deft in a plea of the Case for that the said Daniel at Westfield on ye 27th Day of August last past by his Note of that date for value rec promised said Joseph to pay him or order two pounds ye 8 lawful mony on demand with Interest &c Easing that

The pltff appears by John Phelps Gent his Att and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Joseph recover against ye said Daniel three pounds 0/0 ½ of lawful mony damages and Cost of Court taxed at one pound 12/11 ye there of &c Exc is 25th July 1769

Eglestone vs Stiles

54

George Pynchon of Granville in ye County of Hampshire yeoman pltff vs Oliver Mun of sd Granville Yeoman Deft in a plea of Ejectment wherein the said George demands of him ye sd Oliver a certain Tract or Parcel of Land lying in Granville aforesd near ye School House there containing one Quarter or fifth part of an Acre of Land with ye Buildings and Edifices standing thereon, said Tract or parcel of Land is bounded Eastward on ye Street or highway that runs north & South in said Granville and Northward on sd highway and Enoch Coes Land from said Coes Land ye Line of sd Mentioned Tract of Land runs South on said Street or Highway Ten rods thence running West four rods thence North Ten rods thence East four rods to ye first Station with the Appurtenances as ye right & Inheritance of him ye said George and whereon the sd George says that heretofore ye sd Oliver was seized of ye sd Demanded premises in Fee simple that is to say on ye 23d day of August in ye fifth year of our reigne & being so thereof seized he ye sd Oliver by his deed Poll of that date in Court to be produced for ye Consideration of £3 0 0 lawful money sold sd Demanded Premises to him ye sd George Easing that

Pynchon vs Mun

52

The pltff appears by Moses Bliss Gent his Att and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said George recover of ye said Oliver if ye sd Oliver shall not within twe month pay ye sd George £44 p 2-10 & Judgment for the Seizen and Possession of ye premises demanded &c and Costs of Suit taxed at one pound 11/0 ye there of &c Execution for poss is 28th July 1769

Benedict Arnold of New Haven in ye County of New Haven and Colony of Connecticutt yeoman pltff vs Solomon Phelps Lately of Hadley in ye County of Hampshire Gent Deft in a plea of the Case for that sd Solomon at Springfield on ye 18th Day of August 1763 by his note of that date for value rec promised said Benedict to pay him nine pounds ye 8 lawful money on demand with Interest for ye same till paid &c as in the Writ

Arnold vs Phelps

53

The pltff appears by Moses Bliss Gent his Att and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Benedict recover against the said Solomon Ten pounds 0/0 ½ of lawful mony damages & Cost of Court taxed at two pounds 11/2 and thereof he may have his Execution

Execution is 31st May 1769

3/8

Alsop vs Pynchon

54

John Alsop of New York in ye County and Colony of New York Merchant Pltf vs George Pynchon of Springfield in ye County of Hampshire Gent Deft in a plea of the Case for that said George viz at said Springfield at New York on ye 16th Day of June 1761 by his note of that date for Value rec promised said John to pay him Eighty four pounds 12/3 current money of New York which said John says is Equal in Value to Sixty three pounds 9/2½ lawful money on or before the first day of Oct then next with Interest till paid And also for that said George at Springfield on ye 26th Day of April Instant was justly indebted to said John in ye Sum of Forty four pounds 2/ for divers Wares &c before that time sold by said John to said George at his request & in Consideration thereof said George promised said John to pay him ye same on demand &c as in the Writ

The pltf appears by Moses Bliss Gent his Attr and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that the said John recover against the said George one Hundred & forty pounds 16/1½ of lawful money damages and Cost of Court taxed at three pounds 11/10 & therefor &c

Exon iss 31st May 1769

Hovey vs Seaward &c

55

James Hovey of South Brimfield in ye County of Hampshire yeoman Pltf vs Ebenezer Seaward and Enos Seaward yeoman both of Granville in ye County aforesd Defts in a plea of the Case for that said Ebenezer & Enos at said Granville on ye 24th Day of April Anno 1769 by their Note under their hands of that date for Value rec promised said James to pay him Nine pounds money or ye Value thereof in Neat Cattle at money Price on or before ye 24th Day of April then next with ye Lawful interest for the same till paid Yet said Ebenezer and Enos or either of them tho often requested have not paid said James ye same Sum or any penny thereof or the Interest for ye same or ye Value of ye same in Neat Cattle or any ways performed their said promise altho said James has alway been ready to receive said Neat Cattle of them but they hitherto have & still neglect & refuse to do it to ye damage of ye said James Twelve pounds

The pltf appears by Moses Bliss Gent his Attr and ye Defts being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said James recover against the said Ebenezer and Enos ten pounds 2/3½ of lawful money damages & Cost of Court taxed at two pounds 0/6 and thereof &c

The said Ebenr and Enos afterwards at this Term come here by John Phelps Gent their Attr and appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing & the recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by said recognizance as on file appears

Dennie vs Hide

56

John Dennie of Cambridge in ye County of Middlesex Merchant Pltf vs Phinehas Hide of Brimfield in ye County of Hampshire Gent Deft in a plea of ye Case for that said Phinehas at Springfield on ye 23d day of April last past by his note of that date for Value rec promised &c the said John to pay him or Order one Hundred pounds of lawful money by ye tenth day of July then next Ensuing, Yet ye said Phinehas tho that Time is Elapsed and tho often requested hath not paid the same or any part thereof But neglects it to ye Damage of ye said John one Hundred and Twenty pounds — The pltf appears by Nathan Bliss Gent his Attr and the said Phinehas by John Worthington Esq his Attr comes & Defends &c and reserving to himself ye Liberty to alter this plea

Plea on the Tryal on the appeal and to plead a new plea now pleads
and says that the Bond declared on is not his Act and Deed & thereof
puts himself on the Country — And the pltt by his Attorney aforesaid
Consenting to ye Reservation aforesaid says that the Defts plea above
pleaded and the matters therein contained is an Insufficient Answer
to his Declaration and that he is not holden by ye Law of the Land
to answer thereto all which ye Pltt is ready to prove wherefore he
prays Judgment for his damages and Cost — And the said Phinehas
says his plea aforesaid is Sufficient and thereof prays Judgment
And for his Costs — Thereupon all and singular ye premises
being seen and fully understood by the Court of ye Lord ye King
now here for that it appears to said Court that ye plea of ye said
Phinehas above pleaded and ye Matters therein contained are not
sufficient in Law to preclude the said John from proceeding in
his said Action against ye said Phinehas or from his damages & Cost
Therefore it is considered by ye Court that ye said John ye Pltt recover against
the said Phinehas one Hundred pounds of lawful money damages &
Cost of Court taxed at three pounds 2/0 and thereof &c

DANIEL
vs
Hide

The said Phinehas in his proper person appeals from ye Judgment
of this Court to ye Superiour Court of Judicature to be holden at Springfield
in and for ye County of Hampshire on ye fourth Tuesday of September
next Ensuing And recognizes with Sureties as ye Law directs for his
prosecuting his appeal with Effect as by said recognizance on
file it appears

Simon Baxter of Enfield in ye County of Hampshire yeoman Pltff for a
Whaples of Sandisfield in ye County of Berkshire Yeoman Deft in a plea
of the Case for that said Jonathan at Springfield on ye nineteenth day of
Decr Anno 1766 by his note under his hand for Value rec promised ye sd
Simon to pay him Seventeen pounds lawful money or the Value
there of the one half in neat Cattle & ye other half in Horses at ye Dwelling
House of Eliakim Stow in Granville by ye first day of September then
next Ensuing the Cattle and Horses to be appraised by indeferent men
tho ye said Jona tho that Time is Elapsed & tho ye said Simon was always
ready at ye said Eliakims dwelling House to receive ye same Cattle and
Horses and ye sd Sum of money within ye Time aforesd hath not paid the
same Sum nor ye Value there of in Cattle & Horses tho often thereto
requested nor hath he any ways fulfilled his said promise But he neglects
and refuses to do it to ye Damage of ye said Simon Twenty pounds
The Pltt appears by Jonathan Bliss Esq his Attr and the Deft comes
by Martin Hopkins Esq his Attr and moves for a continuance that he may
have Opportunity to plead specially and with ye Agreement of ye Pltt
It is granted him & ye Case is continued until ye Next Term

BAXTER
vs
Whaples
59

Walter Pynchon of Suffield in ye County of Hampshire Trader Pltff
Timothy Wells of said Suffield yeoman Deft in a plea of the Case for
that ye said Timothy at Springfield on ye Ninth day of November 1767
by his promissory note in writing under his hand of that date for
Value rec promised ye said Walter to pay him or his order two pounds 13/8
lawful money on or before ye first day of Jany then next with lawful
Interest from that Time till paid, And also for that ye said Timothy at
said Springfield on ye last day of Decemr last past being justly indebted
to ye said Walter in ye further sum of two pounds 10/7d for sundry goods

PYNCHON
vs
Wells
59

400

Pynchon vs Wells

Goods, Wares and Merchandize there before that Time sold & Delivered to ye said Timothy by ye said Walter at the said Time & special Instance request he the said Time then and there in Consideration thereof promised the said Walter to pay him ye same on demand Yet ye said Timothy tho' often requested hath never paid either of ye aforesaid Sums or any part thereof But unjustly neglects it To ye Damage of the said Walter the sum of nine pounds

The pltt appears by Jonathan Bliss Gent his Attorney Def being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Walter recover against ye said Timothy five pounds 18s 6d lawful money damages and Cost of Court taxed at one pound 10s 2d and thereof &c

The said Timothy afterwards at this Term comes here by Moses Bliss Gent his Attorney and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for ye County of Hampshire ony fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by sd Recognizance on file appears

Pease vs Gear

Aaron Pease of Enfield in ye County of Hampshire Trader Pltff vs Shubael Geer of said Enfield Yeoman Deft in a plea of ye Case for that the said Shubael ony thirteenth day of April instant at Springfield being indebted to ye sd Aaron in ye Sum of Six pounds lawful money for Sundry Goods, Wares and Merchandizes there before that time by ye said Aaron sold & Delivered to ye sd Shubael at his special instance & request he ye said Shubael then & there in Consideration thereof promised sd Aaron to pay him ye same sum on demand, And also for that ye sd Shubael then & afterwards ony same day being indebted to ye said Aaron in another Sum of Six pounds like money for sundry other Goods & Merchandizes then and there sold and delivered to him to ballance Book Acct between them he ye said Shubael then & there in Consideration thereof promised said Aaron to pay him ye same on demand, Yet ye sd Shubael tho' often requested hath not paid ye Several Sums aforesd nor either of them nor any part thereof But he neglects and refuses to do it To ye damage of ye sd Aaron twelve pounds — The pltt appears by Jonathan Bliss Gent his Attorney and as it has been made to appear to this Court that ye Defdt at ye time of ye Service of this Writ was out of ye Province & probably has not had any notice of this Suit — Therefore it is considered by ye Court that ye Action be continued and ye parties have a further day here until ye last Tuesday of August next Ensuing

Dwight Exors vs Walbridge

John Worthington Esq Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth Dwight Widow all of Springfield in ye County of Hampshire Exors of ye Last Will and Testament of Josiah Dwight Esq late of said Springfield Decd Pltfs Ames Walbridge of Monson in ye County aforesd Genl Deft in a plea of the Case for that said Ames ony 29th Day of August last past at Springfield offered by his note for Value rec promised said Josiah then living to pay him 30/ lawful money on demand with Interest and also for that said Ames afterwards on ye same day by his other note for Value rec promised sd Josiah then living to pay him another sum of 30/ like money on demand with Interest And also for that said Ames afterwards ony same day by his other note for Value rec promised said Josiah then living to

pay

pay him one other sum of twenty two Shillings and ten pence lawf money on demand with Interest till paid &c as in the Writ 401
The pltts appear by Jonathan Bliss Gent their Attorney & Deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said John, Charles Jonathan and Elizabeth in the Capacity aforesaid recover against the said Ames four pounds 6/3¾ of lawful mony damages & Costs of Suit taxed at one pound 9/10 thereof &c ~~Exon~~ iss. 30th May 1769

Dwight Lyman & ux vs Walbridge

Luke Bliss of Springfield in the County of Hampshire Gent ~~Plff~~ Adm of the Estate of Luke Bliss late of said Springfield Gentleman Decd ~~Plff~~ Thomas Spelman of Granville in the County aforesd yeoman Deft in a plea of the Case for that the said Thomas on the first day of September AD 1761 at Springfield aforesaid being indebted to the same Luke Bliss then living in the sum of twenty four pounds 16/8 lawful money for all and divers Accts according to the Accts annexed to the Writ hereof Thomas then and there in Consideration thereof promised the same Luke to pay him the same on demand yet the said Thomas tho often requested never paid the same to the said Luke in his Lifetime nor has he ever paid it or any part thereof to the said Luke Administrator as aforesaid since the death of the said Luke the Intestate tho often thereto requested nor any ways fulfilled his said Promise but neglects & refuses to do it To the Damage of the said Luke the Adm the sum of Thirty pounds
The pltt by Jonathan Bliss Gent his Attorney and the Deft by John Phelps Gent his Attorney come here and refer the Case & all other demands subsisting between the said Parties to the final determination and award of Mr Benja Day Deacon Joseph Mirick & Mr John Morgan or any two of them Arbitrators mutually Elected by the said parties to be made upon the premises & returned into this Court so soon as may be & the parties have a further day &c

Bliss Adm vs Spelman Ex

George Pynchon of Granville in the County of Hampshire yeoman ~~Plff~~ Samuel Lowley late of sd Granville yeoman Deft in a plea of the Case for that the said Samuel on the 25th day of March last past at Springfield by his Note under his hand for Value promised the sd George to pay him Two pounds 16/8 lawful mony on demand with lawful Interest for the same till paid, yet the said Samuel tho often requested hath not paid the same sum nor the Interest of it but neglects it To the Damage of the sd George Five pounds ~~&c~~ The pltt appears by Jona Bliss Gent his Attorney & Deft being three times publickly called makes default of appearance in Court
Therefore It is considered by the Court that the said George recover against the said Samuel two pounds 15/3½ of lawful mony damages & Costs of Court taxed at one pound 0/8½ and thereof &c ~~&c~~
The said Samuel afterwards comes here by John Phelps Gent his Attorney appeals from the Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire upon the fourth Tuesday of Sept next Ensuing And he recognizes with sureties as the Law directs for his prosecuting the Appeal with Effect as by said recognizance on file it appears

Pynchon at Rowle 63

William Pynchon Jun of Springfield in the County of Hampshire yeoman ~~Plff~~ Deputy Sheriff under ~~Obadiah~~ Solomon Richards of Hartford in the County ~~Atty~~ Thomas Dewey yeoman Israel Dewey yeoman & George Sexton yeoman all of Westfield in the County aforesaid Defts in a plea of the Case for that the said Thomas, Israel & George on the fourth day of Oct last past at Springfield aforesaid by their note under their hands for Value received promised

Pynchon vs Dewey &c 61

40

Pynchon vs Dewey &c

Promised the said William to pay him or order Twenty nine pounds 3/p lawful money on demand with Interest meaning lawful interest for the same till paid, yet ye said Thomas, Israel and George Westfall requested have not paid the same sum nor the Interest thereof nor has either of them done it but they unjustly neglect & refuse to do it To ye Damage of the said William Forty pounds ~ The pltff appears by Jona Bliss Gent his Attorney and ye Defts being three times publickly called makes default of appearance in Court ~ Therefore it is considered by ye Court that ye sd William recover against the sd Thomas Israel and George Twenty one pounds 11/10 3/4 of lawful mony damages and Cost of Court taxed at one pound 12/10 and therefore &c

The said Thomas, Israel and George afterwards at this Term come here by John Phelps Gent their Attorney and appeal from ye Judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for ye County of Hampshire ony fourth Tuesday of Septbr next And he recognizes with Sureties as ye Law directs for their prosecuting the appeal with Effect as by sd recognizance on file it appears

Idem vs Dewey

William Pynchon Jun of Springfield in ye County of Hampshire yeoman and a Deputy Sheriff under Solomon Stoddard Esq Sheriff of ye same County Pltff vs Israel Dewey yeoman & Thomas Dewey yeoman both of Westfield in the County afores Defts in a plea of ye Case for that ye sd Israel & Thomas at Springfield aforesaid ony fourth day of Oct last past by their note under their hands for Value rec promised ye sd William to pay him or order the sum of Sixteen pounds 13/4 lawful mony on demand with Interest meaning lawful interest for ye same till paid, yet the said Israel & Thomas tho often requested have not paid the same sum nor the Interest thereof ~~but~~ nor has either of them done it But they neglect it To ye Damage of sd Wm Twenty pounds The pltff appears by Jonathan Bliss Gent his Attr and ye Defts being three times publickly called make default of appearance in Court

It is therefore considered by ye Court that ye sd William recover against the said Israel & Thomas Seventeen pounds 7/10 of lawful mony damages and Cost of Court taxed at one pound 10/p and therefore &c

The said Israel & Thomas afterwards at this Term come here by John Phelps Gent their Attr and appeal from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for their prosecuting the appeal with Effect as by said recognizance on file appears

Mun vs Williston

John Mun of Springfield in ye County of Hampshire yeoman pltff vs Nathaniel Williston of sd Springfield yeoman Deft in a plea of Debt for that sd John by ye Consideration of our Justices of our Inferiour Court holden at Springfield on ye Third Tuesday of May in ye sixth year of our Soveraign recovered judgment against ye said Nathll for ye sum of three pounds 18/p lawful mony damages & one pound 7/10 Cost of Suit whereof ye said Nathll is convict as by ye record thereof appears which Judgment yet remains in full force And an Action has accrued to ye sd John to have of the sd Nathll ye several sums aforesaid amounting in ye Whole to £5 " 5 " 8 ~~Therefore~~

The pltff appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by ye Court yt ye sd John recover against the sd Nathll three pounds 13/4 of lawful mony Debt and Cost of Suit taxed at one pound 9/7 and therefore &c

Execn is dd 2d July 1769

Moses Church of Springfield in ye County of Hampshire Yeoman pltff
Daniel Warner of Wilbraham in ye County aforesaid yeoman Deft in a plea
of the Case for that said Daniel on the fourth day of April last past at
Springfield aforesd by his note in writing under his hand for Value
rec promised one Nathaniel Hitchcock to pay him or his Order ye
sum of Ninety pounds lawful money by ye fourth day of Oct
then next Ensuing with Lawful interest for the same till paid
And the said Nathl there afterwards on ye same day by his Indorsment
in writing under his hand on ye same note ordered ye Contents of ye said Note then
wholly due and unpaid to be paid to ye said Moses for Value rec
whereof the said Dand there afterwards on ye same day had notice
and thereby became chargeable to pay ye said Moses the same sum
with Interest according to ye Tenor of said Note in consideration thereof
ye Daniel then and there promised ye sd Moses to pay him ye aforesd
Ninety pounds with Interest according to ye Tenor of ye same Note
for that ye said Daniel there afterwards on ye sd fourth day of April
last past by his other note in writing under his hand for Value
rec promised the said Nathaniel Hitchcock to pay him or order
another sum of Ninety pounds like money by ye fourth day of
January then next Ensuing with lawful interest for the same
till paid And ye said Nathaniel there afterwards on ye same day by
his Indorsment in writing under his hand on ye same note ordered
the Contents thereof then unpaid to be paid to ye said Moses for
Value rec of all which ye said Daniel there afterwards on ye same
day had notice and by reason of ye premises became chargeable
to pay ye said Moses ye same sum with interest according to the
Tenor of the same note & in consideration thereof the said Daniel
then & there ~~in consideration~~ promised ye said Moses to pay him
the same Ninety pounds with Interest by the sd fourth day of
Jany according to ye Tenor of the same note, yet ye sd Daniel tho
the several times of ye payment of ye several sums aforesd are
long since Elapsed & tho often requested hath not paid ye Several
Sums aforesaid nor either of them nor the interest of either
But he neglects it To ye Damage of the sd Moses two Hundred & twenty pounds

Church
vs
Warner
Ex

The pltff appears by Jon Bliss Gent his Attorney and ye Deft being
three Times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Moses recover
against ye sd Daniel one hundred & Ninety two pounds 10s lawful
money Damages and Cost of Court taxed at one pound 5s & therefor &c
The said Daniel afterwards at this Term comes here by Moses Bliss
Gent his Attorney and appeals from ye judgment of this Court to the
Superiour Court of judicature to be holden at Springfield in & for ye
County of Hampshire on the fourth Tues day of September next
Ensuing And he recognizes with sureties as ye Law directs for his
prosecuting ye appeal with Effect as by said Recognizance on
file it appears)

Parsons
vs
Leonard
Ex

Elijah Parsons of Wilbraham in ye County of Hampshire yeoman Pltff
Benjamin Leonard late of Springfield in ye County aforesd Trader Deft
in a plea of the Case for that ye said Benjamin on ye Eighteenth day of
April Instant at Springfield aforesd by his note under his hand for
Value rec promised the said Elijah to pay him Six pounds 10s lawful
money on demand with Interest accruing lawful interest for ye same till
paid, Yet ye said Benjamin tho often requested hath not paid ye same

Parsons vs Leonard

Sum nor the Interest thereof but neglects it to ye Damage of ye said Elijah nine pounds — The pltf appears by Jona Bliss Gent his Attr and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that the said Elijah recover against the said Benjamin Six pounds 10s 7½d of Lawful money Damages and Cost of Court taxed at £1 11 9 10 & thereof &c

Afterwards ye said Benjamin at this Term comes here by Justin Ely Gent his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of Sept next ensuing Who recognizes with sureties as ye Law directs for ye said Benjamins prosecuting ye Appeal with Effect as by s̄d recognizance on file appears

Ensign Datis vs Jones

Datis Ensign of Westfield in ye County of Hampshire yeoman Pltff vs John Jones of said Westfield yeoman Deft in a plea of the Case for that ye said John Jones at said Westfield on ye twentieth day of Sept last was ~~greiv~~ infected with and laboured under an Odious, infectious contagious and dangerous disease commonly called the Pox all which ye said John was then well knowing, and the said John being so Infected as aforesaid did then and there with force and Arms assault one Datis Enjign the younger a minor of the Age of sixteen years Son of ye Pltff to whose Service ye Pltff his Father was then and now is intitled and for whose Support he is liable till ye said Minor shall arrive to ye Age of Twenty one years the said John and Datis ye younger then & there being both Naked in Bed together and the said John then & there with force and Arms as aforesaid attempted to commit ye Venereal Sodomitical Act with the same Datis and to have Carnal Knowledge of his Body without his consent and against his Will and by attempting to Enter ye Body of the said Datis ye Younger and so to commit ye Venereal & Sodomitical Act aforesaid the said John then & there communicated to ye same Datis ye aforesaid odious, infectious & Dangerous Disease and the said Datis ye younger hath thereby been ever since greivously ~~in~~affected with the same Disease & yet continues so affected therewith whereby ye Pltff hath wholly lost ye Service and Labour of his s̄d Son & of Advantage thereof & hath been put to great Expence and Charge to support his s̄d Son & for Physicians to attend & cure for Attempt ye Cure of his said Son & for Nursing and Medicines for him from s̄d 20th Day of Sept last to this Time and that he ye Pltff must loose much more time and Service of his said Son & expend much more money upon him before he can be cured of ye Disease aforesd & that after all can be done for his Cure he will by means of ye Disorder aforesd be less capable of serving the pltff than otherwise he would have been which doings of ye said John Jones is to ye Damage of ye said Datis fifty pounds

The pltff appears by John Worthington Esq his Attr and ye said John Jones comes into Court by John Phelps Gent his Attr and defends ye force & Injury &c & for plea says that he is not guilty in manner & form as ye Pltff in his Declaration hath alledged & thereof puts himself on ye Country and the plaintiff likewise — Thereupon ye Jurors at this time according to ye form & Effect of ye Statutes in this Behalf provided returned impanelled being demanded likewise come here who to say ye truth on ye premises being duly sworn by Mr Ebenr Warriner their foreman do give upon their Oath that they find for ye Pltff twelve pounds 10s Damages & Cost

It is therefore considered by ye Court that ye s̄d Datis recover against ye s̄d John twelve pounds 10s of lawful money damages and Cost of Court taxed at three pounds 18s 10 and thereof &c — Executed 7th June 1769

Zadoth Martindale of Westfield in ye County of Hampshire yeoman Pltt vs Ahimaaz Easton of ye Westfield yeoman Deft in a plea of ye Case for that said Ahimaaz at Springfield on ye twenty first day of Feby current by his note of that date for Value rec promised sd Zadoth to pay him or order four pounds 1/s on demand with Interest Losing ye Pltt

Martindale vs Easton

70

The pltt appears by John Worthington Esq his Attl and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Zadoth recover against the said Ahimaaz four pounds 1/s of lawful mony damages and Cost of Court taxed at one pound 11/s & thereof &c

Execution is June 23d 1769

John Woods of Munson in ye County of Hampshire yeoman Pltt vs David Cutler of Brimfield in ye County aforesd yeoman Deft in a plea of ye Case for that said David at Springfield on ye 17th day of April last past by his promissory note in writing under his hand of that date for Value rec promised ye said John to pay him ye sum of Seven pounds 16/o within five months and a half month from ye Date of said Note, yet ye said David tho often requested and the said Time of payment is long since past hath never paid ye same or any part thereof But unjustly neglects and refuses to do it To ye Damage of the said John Ten pounds — The pltt appears by John Worthington Esq his Attl and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John the pltt recover against ye said David seven pounds 1/s of lawful mony damages & Cost of Court taxed at one pound 16/2 & thereof &c

Woods vs Cutler

71

The said David afterwards at this Term comes here by Moses Bliss Gent his Attl and appeals from ye judgment of this Court to the Superiour Court of judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Sept next ensuing And he recognizes with Sureties as ye Law directs for ye sd David's prosecuting ye appeal with Effect as by said recognizance on file it appears

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Prudence Stoddard of Northampton in ye County of Hampshire Gentlewoman Pltt vs Joel Ely of Springfield in ye same County yeoman Deft in a plea that he render to ye sd Prudence Twenty six pounds 11/9½ which to her he owes & from her unjustly detains and whereon sd Prudence says that at our Inferiour Court of Common pleas holden at Springfield on ye last Tuesday of August in ye Sixth year of our Reign she recovered against ye said Joel Twenty five pounds 17/7½ for her damages by reason of ye said Joels not performing to her his promis before that Time made her sone pound 16/2 for Costs by her about her Suit in that behalf expended whereof ye sd Joel is convict as by ye Record thereof remaining more manifest and appears, Which judgment remains in full force not satisfied whereby Action hath accrued to ye sd Prudence to have of the said Joel ye sum of twenty six pounds 11/9½ and so forth as in ye Writ

Stoddard vs Ely

72

The pltt appears by John Worthington Esq her Attl and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye sd Prudence recover against the said Joel thirty pounds 10/s of lawful mony Debt & Cost of Court taxed at one pound 13/2 & thereof &c — Execution is June 8th 1769

George Bynchon of Springfield in ye County of Hampshire Gent Pltt vs Shubael Geer Junr of Enfield in ye County aforesd yeoman Deft in a plea of the Case for that said Shubael at ye Springfield on ye 14th Day of April 1765 by his note of that date for Value rec promised ye sd George to pay

Bynchon vs Geer Junr

73

406 Pynchon vt Gell

Pay him ye Value of Eighty two pounds Lawful money in neat Cattle to be delivered at ye Georges dwelling House in Springfield on or before the first day of Octo then next with Interest &c as in the Writ
The pltt appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said George recover against the said Shubael thirty five pounds 2/6 3/4 of lawful mony damages and Cost of Court taxed at one pound 18/10 and thereof he
Execn is ye 26th May 1769

Bartridge Esq vt Hitchcock Attls

74

To George the Third &c to the Sheriff &c
Whereas Oliver Bartridge of Hatfield in ye County of Hampshire Esq then Sheriff of our said County on the fourth Day of June Anno 1764 did make & Constitute George Hitchcock of Springfield in said County yeoman his Deputy in the Office aforesd & he ye said George & Luke Hitchcock then of said Springfd now of Granville in said County yeoman & Moses Church yeoman of ye Springfield by their Bond of that date all became bound to the said Oliver in ye Sum of four Thousand pounds Lawful mony with Condition annexed that if ye said George should duly and faithfully Execute his office aforesaid and save harmless ye said Oliver from any Suits Losses or Damage by means of any Defects of ye sd George of a due performance of ye Duties of the same Office then to be void otherwise not And whereas afterwards the said George having failed of duly performing his Office aforesd ye said Oliver having sustained Loss & Damage thereby the said Oliver at our Inferiour Court holden at Northampton on ye Second Tuesday of Novr 1766 commenced & prosecuted against said George, Luke & Moses his Action of Debt on ye Bond aforesd & therein there recovered against them four thousand pounds Debt Two pounds 9/4 Cost of Suit and agreable to one Law of this province the said Court then and there awarded Execn in favour of ye sd Oliver against the sd George Luke & Moses only for ye Sum of Fifty two pounds 12/10 for the damages the said Oliver had sustained by means of the sd George's defect of his duty in ye Office aforesd And the sd Oliver hath suggested to us that he hath sustained other & further damages by ye sd Georges defect of the Duty aforesd and particularly that at our Inferiour Ct holden at Springfield on ye third Tuesday of May last Samuel Talcott of Hartford in ye County of Hartford in ye Colony of Connecticutt Esq recovered against ye said Oliver Nineteen pounds 18/10 3/4 Lawful mony damages by him sustained by ye sd Georges Failure of ye Duty aforesd and two pounds 0/6 for his Cost about his Suit in ye Behalf expended and that ye sd Samll hath since sued out our Writ of Execn on the judgment aforesd and that he the sd Oliver hath been obliged to pay the same, And also for that at our Inferiour Court holden at Boston on ye first Tuesday of Jany last Sylvester Gardner of said Boston Physician recovered against said Oliver twenty six pounds 4/3 Damages & two pounds 10/0 on that of ye sd Georges Failure of ye Duty of his Office aforesaid and ye said Sylvester hath since sued out our Writ of Execn on ye judgment aforesd and hath procured ye same Sums to be levied of ye Monies of the sd Oliver with 3/0 for further Cost And Whereas the said Oliver hath supplicated us to provide Remedy for him in this behalf We command you that you make known to ye sd George Luke & Moses that they be before our Justices of our Inferiour Court next to be holden at Springfield on ye third Tuesday of May &c as in ye Writ
The pltt appears by John Worthington Esq his Attr and ye Defts being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye sd Oliver recover and have ye Writ of Execn against ye said George Luke & Moses fifty two pounds 12/10 3/4 for ye further damages by him of lawful mony ~~Damages~~ Cost of Court taxed at two pounds 0/6 ~~[illegible]~~
Execn is ye 2d August 1769

Iob Stiles of Granville in ye County of Hampshire yeoman Pltff
Samuel Clark of said Granville yeoman Deft in a plea of ye Case for
that the said Samll at Springfield on ye 17th Day of Feby last past by
his promissory note in writing under his hand of that date for Value
rec'd promised the said Iob to pay him three pounds 15/6 by ye third day
of March then next, Yet ye said Samuel tho often requested hath never
paid the same or any part thereof But unjustly neglects and
refuses to do it To ye Damage of ye said Iob Eight pounds

Stiles
vs
Clark
75

The pltff appears by Io: Worthington Esq his Attr ~~and ye Deft being~~
~~three times publickly called makes default of appearance in Court~~
~~Therefore it is considered by ye Court that Pltff recover against~~
the said Samuel comes by Simeon Strong ~~Gent~~ Esq and Iohn Phelps Gent
his Attorneys and defends ye and reserving Liberty to give any special
matter in Evidence under ye General Issue says he never promised in
manner and form as the pltff has declared against him and thereof puts
himself on the Country and the ~~Plantiff~~ Pltff likewise

Thereupon the jurors of the Jury at this Time according to ye form &
Effect of ye Statutes in this Behalf provided returned and impanelled
being called likewise come here Who to say ye truth concerning the
premises being duly sworn by Mr Ebenezer Warriner declare upon their
Oath that they find for the Defendant Cost of Court

Therefore it is considered by ye Court that ye said Samll recover
against the said Iob. Two pounds 13/2 of lawful money allowed him
with his Agent for his Costs in defending the suit of ye Iob and thereof &c
The said Iob in his proper person appeals from ye judgment of this
Court to ye Superiour Court of judicature to be holden at Springfield
within and for ye County of Hampshire on ye fourth Tuesday of
September next and he recognizes with Sureties as ye Law direct for his
prosecuting the appeal with Effect as by said recognizance on
file it appears

Chapin
vs
Cooley
76

Jonathan Chapin of Palmer in ye County of Hampshire yeoman Pltff
Caleb Cooley of Springfield in ye same County yeoman Deft in a plea of
the Case for that said Caleb at Springfield afores on ye 19th Day of May
last past by his promissory note in writing under his hand of that date
for Value rec'd promised ye said Jonathan to pay him ye sum of twenty two
pounds 7/ lawful money on demand with lawful interest for ye same
till paid, Yet ye said Caleb tho often requested hath never paid the same
or any part thereof but unjustly neglects to do it To ye Damage of the
said Jonathan thirty pounds ~ The pltff appears by Iohn Worthington
Esq his Attr and ye Deft being three times publickly called makes default of
appearance in Court It is therefore considered by the Court
that ye said Jonathan recover against the said Caleb twenty three
pounds thirteen shillings and six pence of lawful money damages
and Cost of Court taxed at one pound Eleven shillings and four
pence and thereof he may have his Execon

Afterwards ye said Caleb at this Term comes here by Mr Bliss Gent
his Attr and appeals from ye judgment of this Court to ye Superiour Court
of judicature to be holden at Springfield within and for the County of
Hampshire on ye fourth Tuesday of September next Ensuing And he
recognizes with Sureties as the Law directs for his prosecuting the appeal
with Effect as by said recognizance on file appears

408

Martindale vs Ensign

77

Lemuel Martindale of Greenfield in the County of Hampshire yeoman Pltff vs Datis Ensign of Westfield in y County aforesaid yeoman Deft in a plea of the Case for that said Datis at Springfield on y fifteenth day of Feby 1766 by his note of that date for Value rec promised s Lemuel to pay him fifteen pounds 5/ lawful mony on demand with Interest Giving Credit The pltff appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Lemuel Recover against the said Datis Sixteen pounds 8/ of lawful mony damages and Cost of Suit taxed at two pounds 0/6 and thereof &c

Execn is 19th June 1769

Shaw vs Woods

78

William Shaw of Palmer in y County of Hampshire yeoman Pltff vs John Woods of Monson in said County yeoman Deft in a plea of the Case for that y said John at Springfield on the last day of March last past being justly indebted to y said William in the Sum of twelve pounds 15/4d to ballance Accts according to y Acct annexed to y writ he the said John in Consideration in consideration thereof then & there assumed on himself and to y said William faithfully promised to pay him the same on demand Yet the said John tho often requested hath never paid the same or any part thereof but unjustly neglects it to y Damage of y said William fifteen pounds

The pltff by John Worthington Esq his Attr and y Deft by in his proper person come here and refer y Case together with all their Book Accts to y final determination and award of Nathaniel Brewer Gent Abner Smith Gent and Reuben Bliss yeoman all of Springfield aforesd or any two of them Arbitrators mutually chosen by y said parties to be made upon the premises and returned into this Court so soon as may be and the said parties have a day &c until the next Term

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Hale vs Colton

79

Noah Hale of Springfield in y County of Hampshire yeoman Pltff vs Timothy Colton of said Springfield yeoman Deft in a plea of Case for that s Tim at Springfield aforesd on y first day of August last past by his promissory note in writing under his hand of that date for Value rec promised y said Noah to pay him y Sum of twenty Eight pounds 8/ lawful mony on demand with lawful interest for the same till paid, Yet y s Tim tho often requested hath never paid y same or any part thereof But unjustly neglects it to y damage of s Noah forty pounds

The pltff appears by John Worthington Esq his Attr and y Deft being three times publickly called makes Default of appearance in Court

Therefore it is considered by the Court that y s Noah recover against the said Timothy twenty nine pounds 13/3 of lawful money damages and Cost of Court taxed at one pound 0/0 & thereof &c

The said Timothy afterwards at this time comes here by Jon s Bliss Gent his Attr and appeals from y judgment of this Court to y Superiour Court of judicature to be holden at Springfield in and for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as y law directs for his prosecuting y Appeal with Effect as by s Recognizance on file appears

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Bowdoin vs Phillips

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William Bowdoin of Roxbury in y County of Suffolk Esq Pltff vs James Phillips of Springfield in y County of Hampshire yeoman Deft in a plea that the s James render to said William Seventy pounds lawful mony which he owes and from him unjustly detains and whereon s William says that at Springfield on y 20th day of April in y Eight year of our Reign s James

James by his Bond of that date in Court to be produced bound himself & bond
said William in the sum of Seventy pounds lawful money to be paid on
demand &c as in the Writ — The pltt appears by John Worthington
Esq his Attorney & Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by the
Court that the said William recover against the said James thirty
four pounds 0 sh 6 p of lawful money debt and Cost of Court taxed at
two pounds 15 sh 4 and thereof &c — Escean iss 5th Dec 1769

4 Dg
Bowdoin
vs
Phillips

Jehabod Lee of Westfield in y County of Hampshire yeoman Pltt vs Bildad
Fowler of said Westfield yeoman Deft in a plea of the case for that —
whereas on y ~~Eighth~~ Eighth day of December A Dom 1766 before Eldad
Taylor of Westfield aforesaid one of our justices of the peace for s County
of Hampshire one Lemuel Martindale of Greenfield recovered against
James Watson late of said Springfield yeoman 24 sh 3 Debt 2 sh 6 for
charges of Suit and whereas by Agreement before made between y s
Lemuel and s Bildad y property of y Contents of y s Debt and Cost
was in y said Bildad and the said Bildad accordingly on y twenty fifth day of the
same December at said Westfield sued out our Execution on y judgment
aforesaid from y said justice in form as by Law of this province is
prescribed and committed y same then and there to y pltt then being
one of the Constables of the said Town of Westfield to Execute & return
according to Law and Whereas one Joseph Barber then of s Westfield was
on the twenty third day of December A Dom 1766 possessed of a parcel of
young Cattle Stags which he had before bought of y s James Watson
under a Contract and on Terms then unknown to y pltt and y said
Bildad then and there requested y pltt to go to said Barber & take y same
Cattle from him by Virtue of y Execution aforesaid as y Estate of y said
James Watson and by y proceeds of the Sale thereof to satisfy y same
Execution and y pltt being in doubt whether by Law he might
take y same Cattle by y same Execution as the said Bildad requested
him as aforesaid the said Bildad then and there affirmed ~~to the Pltt~~
that the same Cattle were the property of y said James liable by
Law to be taken by the Execution aforesaid and to be sold to pay &
satisfy the same and in Consideration that the said Jehabod would
go to said Barber and take the same Cattle from him by Virtue
of the Execution aforesaid and by the proceeds of the Sale thereof
to satisfy the same Execution he y said Bildad then & there agreed
promised and Engaged the pltt that he would well and truly
indemnify and save him harmless from all Costs and Trouble
that might arise to y pltt in consequence of his going to Barber
and taking the same Cattle out of his possession by y Execution
aforesaid and satisfying the same Execution by y proceeds of the
Sale thereof and the pltt says that regarding the request of said
Bildad and relying on his declaration promise & Engagement
aforesaid he then and there went to said Barber took y said
Cattle out of his possession by Colour of said Execution and Disposed of
them by Sale at publick Vendue to y highest Bidder in order to
pay and satisfy y same Execution by the proceeds of y said Sale
and that he satisfied the same Execution of the said proceeds then
and there accordingly and the pltt says that before y s twenty third
Day of December viz: on the twelfth day of February then next preceding —

Lee
vs
Fowler
Dt

Lee
vs
Fowler

Preceding the said James Watson as is since made to appear had leased the same Cattle to ye said Barber for the Term of three years to work the same Cattle in his Business for his profit during that Term and to keep them well and at ye End of said Term to deliver them to said James at William Watsons house in ye New Township there called Number Four now Becket in ye County of Berkshire and that ye said Cattle were not by Law liable to be taken by by Virtue of the said Execution as the Cattle of ye sd James out of from ye possession of the said Joseph, And that afterwards viz on the thirtieth day of July Anno 1767 by the said Joseph Barber commenced his Action of Trespass against the pltt for taking the Cattle aforesaid in manner afores and prosecuted ye same at our Inferiour Court of Common pleas holden at sd Springfield on ye Last Tuesday of August Anno 1767 at which Court ye said Joseph recovered against the pltt seven pounds Damages and Cost of Suit from which judgment the pltt appealed to ye Superiour Court of judicature Court of Assize and General Goal delivery to be holden at said Springfield on ye fourth Tuesday of September Anno 1767 when and where the said Joseph recovered against ye Pltt final Judgment for two pounds Lawful money Damages and Eight pounds 11/10 for his Cost and Charges by him about his Suit in that Behalf expended for which Sums so recovered ye said Joseph hath sued out our Writ of Execution against him and he hath been obliged to pay the same ye pltt says he was subjected to great Trouble and at great Expence of Time, & that he necessarily expended more than five pounds Lawful money in Cash in defending himself against ye said Suit of ye said Joseph & that his Time & trouble aforesd besides his Expence of Money aforesaid was well worth forty Shillings more & all which the said Bildad at said Springfield on ye Last day of said Sept was well knowing yet tho often requested the said Bildad never defended or saved ye Pltt from the Suit aforesaid nor hath he saved the pltt from ye Expence and Cost aforesaid But wholly neglects and denies to do it To ye Damage of the said Ichabod the sum of thirty pounds

The pltt appears by John Worthington & Joseph Hawley Esquires his Attorneys and the said Bildad by Jonathan Bliss Gent his Att comes and defends ye force and Injury when &c and says he never promised the said Ichabod in manner & form as he has above declared against him whereof puts himself on ye Country and ye pltt likewise

Thereupon ye Jurors at this Time according to ye form of ye Statutes in this Behalf expended provided returned impanelled being called likewise come here Who to say ye truth concerning ye premises being duly sworn declare upon their Oath that they find for ye Pltt twenty four pounds 11/10 damages & Cost of Court

It is therefore considered by ye Court that ye said Ichabod recover against ye said Bildad twenty four pounds 11/10 of lawful money damages and Cost of Court taxed at four pounds 11/11 and thereof &c

The said Bildad by his Attorney abovenamed appeals from ye Judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of Apr next Ensuing And he recognizes with Sureties as ye Law directs for the said Bildads prosecuting the said appeal with Effect as by said Recognizance on file it appears

Jacob Root of Blanford in ye County of Hampshire yeoman Pltff Timothy Lect of Granville in said County yeoman Deft in a plea of the Case for that said Timothy at Springfield on ye Last day of January last being indebted to said Jacob in ye Sum of two pounds 13/3 to ballance Acct for sundry Articles of Boots Acct according to ye Schedule annexed to ye Writ and being so indebted said Timothy in Consideration thereof promised said Jacob to pay him the same on demand &c as in the Writ — The pltff appears by John Phelps Gent his Attr and ye Deft being three times Publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Jacob recover against ye said Timothy Two pounds 13/3 ye lawful money damages & Cost of Court taxed at one pound 17/3 therefor &c

Execn is 13th June 1789

Root vs Lect Pl

Eli Warner of Belchertown in ye County of Hampshire an Infant within ye Age of twenty one years who sues by his Guardian Moses Hannum of said Belchertown yeoman pltff Sylvanus How of ye said Belchertown yeoman Deft in a plea of the Case whereon said Eli by his Guardian says that ye said Sylvanus at Belchertown on ye last day of April last past was justly indebted to said Eli in ye Sum of Sixteen pounds lawful money for two years Labour and Service by said Eli for said Sylvanus at said Sylvanus's special Instance and request there before that Time done & performed in Consideration whereof said Sylvanus then & there promised said Eli to pay him said sum on demand And also that whereas said Eli on ye same day and year had laboured for & served said Sylvanus for ye Space of other two years at said Sylvanus's special Instance and request said Sylvanus then & there in consideration thereof promised said Eli to pay him for ye same Labour & Service so much money as ye said Eli reasonably deserved to have of ye said Sylvanus therefor on quantum meruit And the said Eli in fact says that he reasonably deserved to have of said Sylvanus for the same Labour and Service another Sum of sixteen pounds of all which ye said Sylvanus then and there had notice Yet said Sylvanus tho often requested hath never performed his said Promises or Either of them or paid said Sums or Either of them or any part thereof But neglects it to ye Damage of the said Eli the sum of thirty four pounds

Warner vs How Pl

The before named Moses Hannum & Sylvanus How come before the Court in their proper persons & refer the Case to the final determination and award of Gershom Mathewson of Western Gent Elijah Smith Gent and Joseph Williams yeoman both of Belchertown Arbitrators mutually elected by ye parties or any two of them, to be made upon ye premises & returned into this Court so soon as may be And the said parties have a day before the Lord the King here until ye last Tuesday of August next Ensuing

The foregoing Judgments Submissions appeals &c being made and entered up in manner aforesaid the said Court was adjourned without Day —

Attest William Williams Clerk —

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August Term 1769

Hampshire ss

Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ et Hiberniæ Nono

At the Inferiour Court of common pleas holden at Springfield within and for the County of Hampshire on the Last Tuesday of August being the twenty ninth day of the said Month sans de die in diem to y 4th Day of September A Dom 1769

Present

Israel Williams Esq

Oliver Partridge Esq

Timothy Dwight Junr Esq

Thomas Williams Esq

Petit Jury

Ephraim Chapin foreman
Noah Parsons Junr
Asa Wright
Josiah Dickinson
Daniel Bagg Junior
Matthew Laflin
Jonathan Ely
Simeon Hubbard
Nehemiah Hinds
David McConnoughy Junr
Thomas Judd
Daniel Thompson

Continued Actions

Fowler vs Fowler

Daniel Fowler of Westfield in y County of Hampshire yeoman Pltff vs Bildad Fowler of said Westfield yeoman Deft in a plea of y Case as at large on record of the preceding Terms and the said parties at this Time come here and the Referees to whom this Case and all other demands subsisting between y said Parties were submitted now bring in their Award in the words following viz We do award and determine that y d Daniel do recover against the said Bildad the Sum of Five pounds 10s lawful money damages and Costs of Courts likewise y Cost before us which is three pounds 17s lawful money and that y said Bildad pay the same and this we determine to be a final Settlement of all demands between them until y Date of their Submission — It is therefore considered by the Court that y said Daniel recover against y said Bildad ~~recover against the said~~ five pounds 10s of lawful money damages and Cost of Court and Reference in y Whole taxed at Six pounds 16s 7d and thereof he

Execn iss 7th Nov 1769

Hathaway vs Bagg

Jacob Hathaway of Suffield in y County of Hampshire yeoman Pltff vs Moses Bagg of Springfield in y d County yeoman Deft in a plea of the Case as at large on record — The said parties at this Term come here and the Referees to whom this Case was referred now report in these words viz We do judge & Determine that Moses Bagg do recover against y said Jacob Hathaway y Pltff Cost of Court & Cost of this Reference being two pounds 10s — It is therefore considered by y Court that y d Moses recover against y said Jacob his Costs by him ~~and~~ expended defending y suit of y said Jacob taxed at six pounds 3s 8d lawful money and thereof he

Gibbs vs Gibbs

Abraham Gibbs of Greenwich in y County of Hampshire yeoman Pltff vs Uriah Gibbs late of said Greenwich now of Sudbury in y County of Middlesex yeoman Deft in a plea of the Case as at large on record and now y d parties come here & the Referees to whom this Case was referred now award & follows viz we judge & determine that y d parties were nothing indebted one to another at y Time this action was commenced that y d Abraham pay y Costs that may arise from this Suit — It is therefore considered by y Court that y d Uriah recover against y d Abraham Cost of this suit with his Absent in the whole taxed at thirteen pounds 17s 6d and thereof he — Execn is 2d Septr 1769

Abel Cadwell of Westfield in the County of Hampshire yeoman Pltff vs Moses Dewey of said Westfield yeoman Deft in a plea of the Case as at large on record and now ye said parties come here and ye referees to whom this case was referred now bring in their award in these words viz We do Judge and award to ye pltff the Sum of two pounds 1/10 Damages Cost of Suit 11/ more for ye Cost of Arbitration &c Therefore it is considered by the Court that ye said Abel recover against ye said Moses two pounds 1/10 of lawful money damages Cost of Court & reference in ye Whole taxed at £1 11/ 12/ 4d

Execn issued 25th Dec 1769

Cadwell vs Dewey

David Beats of ye North East precinct in Dutchess County in ye Province of New York Mariner Pltff vs Elias Willard living on a tract of Land called the Ministers Grant Northeast of & adjoining to Stockbridge in ye County of Berkshire yeoman Deft in a plea of ye Case as at large on record of ye last Term, and the said David being three times publickly called to come into Court and prosecute his said Action is Nonsuit and the Deft likewise defaulted and the Action is accordingly dismissed

Beats vs Willard

Garret Lapalje of New York in ye County and Province of New York Merchant Pltff vs Elias Willard living on a tract of Land called ye Ministers Grant North East of and adjoining to Stockbridge in ye County of Berkshire yeoman Deft in a plea of the Case as heretofore recorded at Large, And now at this Term the said parties come here by their Counsel and move that ye Case may be continued until ye next Term and it is granted them

Lapalje vs Lundem

Ephraim Keyes of Ashford in ye County of Windham in ye Colony of Connecticutt Gent Pltff vs John Moulton of South Brimfield in ye County of Hampshire yeoman Deft in an Action &c as recorded at Large ye last Term and now ye pltff appears by Joseph Hawley Esq his Attorney and ye said John by John Worthington Esq and Jonathan Bliss Gent his Attorneys comes & defends ye force and Injury when &c and saith that ye said Ephraim ought not to have or maintain his said Action against him because he saith that he ye said John before ye purchase of ye Original Writ aforesd of ye said Ephraim against him viz on ye 12th Day of Jany 1769 at Ashford aforesaid paid to ye said Ephraim ye said Sum of thirty one pounds 9/ 2d and this he is ready to verify Wherefore he prays judgment if ye said Ephraim ought to have or maintain his said Action against him &c judgment for his Costs

And the said Ephraim by his Attorney for replication to ye plea above pleaded by ye said John says that by anything in ye said plea alledged he ought not to be precluded from having his said Action maintained against the said John of the matters alledged in ye said Writ because he says that ye said John on ye 12th Day of January or at any Time before ye purchase of the said Original Writ has not paid him ye said Ephraim ye said Sum of thirty one pounds 9/ 2d as he in his said plea has averd or any penny thereof and this he prays may be Enquired of by ye Country &c

Keyes vs Moulton

Thereupon ye Jurors at this time according to ye Form & Effect of the Statutes in this Behalf provided returned & impanelled being called likewise come here Who to say ye Truth concerning ye Premises being duly sworn to declare upon their Oath that they find for ye Deft Cost of Court

It is therefore considered by ye Court that ye said John recover against ye said Ephraim £ of Lawful money allowed him Cost in defending the Suit of the said Ephraim; and thereof &c

Richard Ellis of Colrain in ye County of Hampshire yeoman Pltff vs Andrew Lathes of ye Colrain yeoman Deft in a plea of Trespass as at large on record of ye Last Term And the said parties now appear here And the referees to whom this case was referred now Award in these words viz We do award that ye Line between ye Lots aforesaid shall be a strait line from a certain Beach Stake at ye North East Corner of ye said Lot No 23 which appears and was proved to be an Original Boundary / to a Stake with Stones round it

Ellis vs Lathes

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Ellis vs Luckes

standing near y East side of the Town way at the West end of the East Tier of Lotts in said Colrain and near the Center of the Country road there which will be an East and West Line very near by Matthew Bottons Compass and that y said Ellis shall recover against y Luckes 12/ for damages occasioned by a certain Trespass of y Luckes and also the one half of the whole sum of the Legal Cost incurred by y parties after the Entry of the pltts Action the Cost of Entry included but Cost of Witnesses summoned to appear at May Court not included / as your Honors shall Tax the same together with one half of the Cost of Reference being £1.18.7½ and that y said Ellis have and receive the Crop of Indian Corn growing on y said Luckes Ground between y Dividing Line aforesd and y Bricker Log Fence North of the same, We also award that y Ellis shall pay & Satisfy y Referees and the several Witnesses summoned by either party their respective legal Fees and that he also Erects & set up within three Months from y said Last Tuesday of August next in y Line by us Established as aboves between the said Lots forty five Lengths of good five rail fence, all y posts to be Chesnut & all new that is such as have not been set in the Ground over and above his y said Ellis Legal proportion of the divisional Fence between him and the said Luckes and that this shall be a final Issue of all controversies respecting y dividing Line of their said two Lotts and also respecting damages occasioned by any former Trespasses of the parties or either of them committed & done by reason of their disagreement about y dividing Line of their said Lotts in witness whereof we have hereto set our Hands respectively this 21st Day of July 1789 Therefore it is considered by the Court that the said Ellis recover against the said Luckes 12/ of lawful money and half of y Legal Cost after the Entry which is (both of Court & Reference) Two pounds 2/11½ and that Ellis pay y Referees & Witnesses summoned by both before the Referees and that he make forty five Lengths of five rail fence in Line established by y Referees & thereof

Parks vs Smith

Elisha Parks of Westfield in y County of Hampshire Gent ~~pltff~~ vs Joel Smith of Springfield in y said County Blacksmith Deft in a plea of the Case as at large on record of y preceeding Term. The pltff being three publickly called ~~makes~~ to come into court is Nonsuit and the Deft likewise defaulted and y Action dismissed

Remington vs Lundern

Seth Remington of Springfield in y County of Hampshire yeoman Pltff vs Joel Smith of y same Springfield Blacksmith Deft in a plea of Case as at large on record and now at this time y pltff being three times publickly called to come into Court does not come is Nonsuit and y Deft likewise defaulted and y Action accordingly dismissed

Baxter vs Whaples

Simon Baxter of Leefield in y County of Hampshire yeoman pltff vs Jonathan Whaples of Sandisfield in y County of Berkshire yeoman Deft in a plea of the Case as on record of y last Term. The pltff appears by Jon.a Bliss Gent his Attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Simon Baxter recover against y said Jon.a Whaples ten pounds of lawful money damages and Cost of Court taxed at two pounds 9/ and therefor &c — Execution is 28 Sept 1789

Rust vs Geer Junior

Aaron Rose of Leefield in y County of Hampshire Trader pltff vs Shubael Geer Junior of said Leefield yeoman Deft in a plea of the Case as recorded at y last Term The pltff appears by Jon.a Bliss Gent his Attr and y Deft being three time publickly called makes default of appearance in Court It is therefore considered by y Court that y said Aaron recover against y said Shubael Six pounds of lawful money damages Cost of Court taxed at one pound 19/ & therefor &c — Execution

Luke Bliss of Springfield in the County of Hampshire Gent Administrator of the Estate of Luke Bliss late of said Springfield Gent Dec^d intestate Plt vs Thomas Spelman of Granville in ye said County yeoman Deft in a plea of the Case as on Record of ye Last Term — The plt being three times publicly called to come into Court does not come sis Nonsuit and ye Deft likewise defaulted and the Action accordingly dismissed

L B Bliss Adm^r vs Spelman

William Shaw of Palmer in the County of Hampshire yeoman Plt vs John Woods of Monson in ye same County yeoman Deft in a plea of the Case as recorded at large the last Term, The parties appear and because the Referees to whom this case was referred have not made any award they humbly pray that ye Case may be further continued under ye same rule until the next Term and it is granted them x^c

Shaw vs Woods

Eli Warner of Belchertown in ye County of Hampshire an Infant within the Age of twenty one years who Sues by his Guardian Moses Hannum of s^d Belchertown yeoman Plt vs Sylvanus How of said Belchertown yeoman Deft in a plea of the Case as on Record of the last Term at large The parties come here and the Referees to whom this Case was Submitted now bring in their award in these words viz: We award and determine that ye said Eli an Infant within ye age of twenty one years recover by his Guardian Moses Hannum pltf of ye s^d Sylvanus the Sum of fourteen pounds 1/s/d for two years Labour and Service out of which Sum ye said Eli by his aforesd Guardian has received of ye s^d Sylvanus ye Sum of Seven pounds 18/6 in Clothing and that there yet remains unpaid Due to ye aforesd Eli ye Sum of Six pounds 3/2 together with the Charges of this Arbitration taxed at Eight pounds 3/2 and also Cost of Court — Therefore it is considered by ye Court that ye said Eli recover by his Guardian aforesaid against the said Sylvanus ye Sum of Six pounds 3/2 lawful money damages and Cost of Court & Reference in ye Whole taxed at Ten pounds 10/3 thereof &c — Exon issd Sept ye 1st 1769

Warner vs How

Entries at this Term

William Arms of Deerfield in the County of Hampshire yeoman pltf vs John Hinsdale of said Deerfield yeoman Deft in a plea that ye s^d John render to ye said William one Hundred and twenty pounds lawful money of our Province of the Massachusetts Bay in New England which to him he owes and from him unjustly detains and whereon ye said William says that said John at Springfield on the ninth day of May 1769 in the eighth year of our Reign by his ye said Johns Bond & writing under his hand and Seal of that date in Court to be produced s^d by the Name of John Hinsdale of Deerfield in ye County of Hampshire & Province of the Massachusetts Bay in New England Husbandman acknowledged himself holden & to stand firmly bound to ye said William s^d by ye name of William Arms of Deerfield aforesaid Husbandman in ye Sum of one Hundred & twenty pounds of ye province aforesaid to be paid to said Wm on demand — Yet ye said John tho often requested hath never paid or rendered the same to said William or any part thereof but wholly neglects & refuses so to do it to ye damage of the said William one Hundred and fifty pounds The parties appear by their respective Attorneys and humbly pray that this Case may be continued until ye next Term and it is granted them

Arms vs Hinsdale Nof

Joshua Venton of Ludley in ye County of Worcester yeoman pltf vs Ebenezer Truesdale of Chesterfield in ye County of Hampshire yeoman Deft in a plea of the Case for that ye said Ebenezer at Springfield on ye sixth day of Octo 1769 by his Note of that date for Value rec promised said Joshua to pay him or his order Eight pounds 1/s/d within ~~two~~ twelve months from ye Date with Interest & Damages that

Venton vs Truesdale No 3

The

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Fenton vs Truesdale

The pltt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by the Court that ye said Joshua recover against the said Ebenezer Nine pounds 9/ of lawful money damages & Cost of Court taxed at two pounds 6/ Whereof &c — Exon iss 18th Oct 1769

Alvord vs Edson No 4

Elisha Alvord of Northampton in ye County of Hampshire yeoman pltff
Jonathan Edson of Ashfield in said County yeoman Deft in a plea of ye Case
for that said Jonathan at said Northampton on ye 25th Day of Feby 1768 by his Note of that date for Value rec promised Elisha to pay him or his Order twenty Eight pounds lawful money in neat Cattle on or before ye fifth day of Sept then next ye Cattle to be appriized by three indifferent Men at Cash price with interest for said Sum from ye last day of June then next until paid the same Cattle to be delivered to Elisha in Northampton aforesaid by ye same first day of Sept and if ye said Jonathan should not deliver ye Cattle aforesd at ye time aforesd then to pay the sum in money by ye first day of Octo then next with Interest from ye last day of June aforesaid &c as in the Writ
The pltt appears by Daniel Hitchcock Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Elisha recover against the said Jonathan twenty nine pounds 19/5 of lawful money damages & Cost of Court taxed at two pounds 2/4 Whereof &c — Exon iss May 28th 1770

Cox vs Kid No 5

James Cox of Chesterfield in ye County of Hampshire yeoman pltff
Benjamin Kid of said Chesterfield yeoman Deft in a plea of the Case
for that ye said Benjamin at said Chesterfield on ye last day of May last past past being justly indebted to ye said James in the sum of three pounds 7/0½ by Book to ballance Book Acts for divers Work, Labour & Service before that time there done and performed by ye said James for the d Benjamin at his ye said Benjamins special instance & request In Consideration thereof ye said Benjamin then & there undertook & faithfully promised to pay him ye same on demand yet the said Benjamin tho often requested hath never paid ye same or any part thereof But unjustly neglects it — To ye Damage of ye d James six pounds
The said James & ye said Benjamin now come here in their proper persons and refer this Case with all other Controversies & Demands subsisting between them to ye final determination and award of Samuel Mather Esq Timothy Dwight Esq & Ephraim Wright Gent all of Northampton or any two of them Arbitrators mutually Elected by ye said parties to be made upon the premises and returned into this Court so soon as may be And ye said parties have a day before ye Lord ye King here until the second Tuesday of Novr next

Dwight Esq vs Chapin No 6

Timothy Dwight Esq of Northampton in ye County of Hampshire Esq pltff
Nathan Chapin of Ashfield in said County yeoman Deft in a plea of ye Case
for that said Nathan at said Northampton on ye 7th day of Decr 1766 by his Note of that date for Value rec promised said Timothy to pay him Nine pounds 15/ lawful money on demand with Interest &c as in ye Writ
The pltff appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Timothy recover against the said Nathan ten pounds 3/9 of lawful money damages and Cost of Court taxed at two pounds 1/10 Whereof &c — Exon iss 24th Feby 1771

Elisha Alvord of Northampton in ye County of Hampshire Shopkeeper pltff
Nathan Chapin of Ashfield in said County yeoman Deft in a plea of ye Case
for that said Nathan at s^d Northampton on ye first day of November 1760
by his Note of that date for Value rec^d promised said Elisha to pay him
or his order Seven pounds 10 s lawful mony on demand with Interest &c as in Writ
The pltff appears by Daniel Hitchcock Gent his Att^y and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Elisha recover against
the said Nathan Seven pounds 17 s 6 d lawful mony damages & Cost
of Court taxed at two pounds 1 s 10 & thereof &c — Execn is 24th Feby 1770

£7 Alvord vt Chapin Ney

Daniel Hitchcock of Northampton in ye County of Hampshire Gent pltff
Nathan Chapin of Ashfield in ye said County yeoman Deft in a plea
of the Case for that said Nathan at s^d Northampton on ye 13th Day of
Decr 1760 by his Note of that date for Value rec^d promised s^d Daniel
to pay him or his order two pounds 4 s ye on demand with Interest &c
The pltff appears in his proper person & Deft being three times
publickly called makes default of appearance in Court — therefore
it is considered by ye Court that ye said Daniel recover against ye s^d
Nathan two pounds 6 s 11 d ½ of lawful mony damages & Cost of Court taxed
at two pounds 1 s 10 and thereof &c — Execn is s^d 24th Feby 1770

Hitchcock vt Lundem Ney

Joseph Morgan of Springfield in ye County of Hampshire Inn keeper
pltff vs Jonathan Oakes of Conway in ye County aforesd yeoman Deft in a
plea of the Case for that ye said Jonathan at said Springfield on ye 31st Day
of March 1760 by his note of that date for Value rec^d promised ye said
Joseph to pay him two pounds 13 s 6 in Cornby the 20th Day of May
then next to be delivered at Elias Lymans House &c as in the Writ
The pltff appears by Daniel Hitchcock Gent his Att^y and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Joseph recover against the said Jonathan the sum of
two pounds 13 s 6 of lawful mony damages and Cost of Court taxed at
one pound 10 s and thereof &c — Execn is 27th March 1770

Morgan vt Oakes Ney

Timothy Dwight Esqr of Northampton in ye County of Hampshire Esq pltff
vs Joseph Hubbard of Hadley in ye same County Gent Deft in a plea
of the Case for that said Joseph at s^d Northampton on ye 2d day of August
1767 by his Note of that date for Value rec^d promised ye s^d Timothy to pay
him Six pounds 6 s 8 on demand with Interest &c as in the Writ
The pltff appears by Daniel Hitchcock Gent his Att^y and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Tim^y recover against ye
said Joseph four pounds 12 s 2 d ¼ of lawful mony damages and Cost of
Court taxed at one pound 19 s 2 & thereof &c —

Dwight Esq vt Hubbard 10

John Wood of Southampton in ye County of Hampshire Blacksmith pltff vs Judah
Palmer Junr of Westfield in ye same County yeoman Deft in a plea of ye Case for that
said Judah at s^d Southampton on ye last day of July last being indebted to s^d John in
ye sum of Six pounds 19 s 0 d for sundry Articles of Book Acct according to ye Acct annexed to ye
Writ in Consideration thereof s^d Judah promised said John to pay him ye same on demand
And also for that s^d John at s^d Southampton on ye same day aforesd being indebted to ye
said John in ye sum of four pounds 11 s 3 d for two Barrels of Salmon; in consideration
thereof said Judah promised s^d John to pay him ye same on demand &c Also for
that s^d Judah at Southampton aforesd on the same day aforesd being indebted to ye said John in another sum of
three pounds 10 s 0 d for so much mony paid by ye same Judah to ye use of ye s^d John & ye said
Judah in Consideration thereof promised s^d John to pay him ye same on demand &c
The said John being three times publickly called to come into Court & prosecute
his Action in Nonsuit and ye Deft likewise defaulted judgment discharged

Wood vt Palmer 12

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Wood vt Palmer

B

John Wood of Southampton in ye County of Hampshire Blacksmith Plt vs Judah Palmer of Westfield in said County yeoman Deft in a plea of ye Case for that whereas at said Southampton on ye 20th day of Oct 1760 the sd Judah & John accounted together concerning divers sums of Money and upon such Act stated the sd Judah was found in Arrear to ye said John in ye sum of £3, 0, 0 lawful money and being so found in Arrear said Judah promised said John to pay him ye same on demand &c as in the Writ, The pltt being now three times publickly called to come into Court & prosecute his said Action does not come but is Nonsuit & ye Deft likewise defaulted & Action dismissed

Clark vt Sylvester

14

Gideon Clark of Northampton in ye County of Hampshire Cordwainer pltff vs Seth Sylvester of Chesterfield in said County yeoman Deft in a plea of ye Case for that sd Seth at said Northampton on ye first day of June 1760 by his Note of that date for Value rec'd promised ye sd Gideon to pay him or his order three pounds lawful money on or before ye first day of March then next with Interest from said first day of March till paid &c as in ye Writ

The pltt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Gideon recover against the said Seth three pounds 1/9 of lawful money damages & Cost of Court taxed at two pounds 0/8 & thereof &c — Execon if sd 20th Nov 1760

Williston vt Phelps

15

Consider Williston of Suffield in ye County of Hampshire Sadler pltff vs Jonathan Phelps of Northampton in ye same County yeoman Deft in a plea of the Case for that said Jona at said Northampton on ye last day of July last past being justly indebted to ye said Consider in ye sum of six pounds 10/ for sixty pounds of Feathers before that Time sold by ye Consider to said Jona at said Jona's special instance and request, in Consideration thereof said Jonathan to said Consider promised to pay him ye same on demand &c as in the Writ &c The pltt appears by Daniel Hitchcock Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Consider recover against the said Jonathan Six pounds 10/ of lawful money damages and Cost of Court taxed at one pound 14/ & thereof &c

Execon is sd 20th Septr 1760

Hare vt Jones

16

Samuel Hare of Westfield in ye County of Hampshire yeoman Pltff vs John Jones of said Westfield yeoman Deft in a plea of the Case for that ye said John Jones at said Westfield on ye last day of August last past was infected with and laboured under an Odious infectious contagious & Dangerous Disease commonly called the Yaws of all which ye said John was then well knowing and ye said John being so infected as aforesaid did then and there, ~~[illegible]~~ with force and Arms assault ~~on~~ one Joseph Campbell a minor then of the Age of Nineteen years then and ever since an apprentice and Servant of the said Samuel the said John and ye said Joseph then & there being both naked in Bed together, and the said John then & there with force and Arms as aforesaid attempted to commit the Venereal Sodomitical Act with ye same Joseph and to have carnal knowledge of his Body without his Consent and against his will And by attempting to enter ye Body of ye said Joseph and so to commit ye Venereal and Sodomitical Act aforesaid the said John then and there communicated to ye same Joseph ye Odious Infectious & dangerous Disease aforesaid and ye said Joseph was thereby grievously affected with the same Disease from ye said Last day of August until the first day of May last past whereby ye pltff wholly lost the Service and

Labour

Labour of his said apprentice and Servant and of Advantage thereof and was put to great Expence & charge vizt to more than of Sum of Ten pounds to support his said apprentice and for Physicians to care for attend and attempt of Cure of his said apprentice & Servants nursing and Medicines for him from of said Last Day of August to of 3d first day of May which doing of the said John Jones is to of Damage of said Samuel the Sum of Thirty pounds

The pltt appears by John Worthington Esq and his Att and forasmuch as it hath been made to appear to of Court that of said John Jones in now out of the province it is ordered by of said Court that of Case be continued and of parties have a further day &c

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Hare
vs
Jones

Elijah Smith of Belchertown in of County of Hampshire Gentlm pltff vs Nathaniel Kellogg of Hadley in of same County Gentlm Deft in a plea of Covenant broken Whereon of said Elijah says that at Springfield on of twenty eighth day of June in of thirtieth year of our late Royall Grand Father King George of second the said Nathaniel made Sealed and Delivered to of said Elijah his of said Nathaniels Deed Poll of date whereof is of Day and Year last abovementioned by which Deed in Court to be produced it is Witnessed that of said Nathaniel for and in Consideration of the Sum of Ten pounds lawful money to of said Nathaniel paid in hand before of Ensealing thereof by the said Elijah Smith of receipt whereof of said Nathaniel did thereby acknowledge & himself therewith fully satisfied & Contented and thereof and of every part and parcel thereof did Exonerate acquit & Discharge him the said Elijah Smith his Heirs Excors, & Admors forever did freely fully and Absolutely Give, Grant, Bargain, Sell, Alienate convey and Confirm unto him the said Elijah Smith his Heirs and Assigns forever a peice of Bog Meadow Land lying within of Bounds of South Hadley District bounded on Land of Joseph Smith West on of Town Line East North and South on undivided Land in length Eighty rods in Breadth fifteen rods and an half in Quantity seven Acres & three Quarters to have and to hold of said grantee and bargained premises with all of Appurtenances, Priveledges and Commodities to of same belonging or in any wise appertaining to him of said Elijah Smith his Heirs & Assigns forever to his & their only proper Use Benefit & Behoof forever And of said Nathaniel for himself his Heirs Executors and Administrators did covenant promise and grant to and with of said Elijah Smith his Heirs and Assigns that before of Ensealing thereof he of said Nathaniel was of true Sole & lawful Owner of the above bargained premises & was lawfully seized & possessed of the same in his own proper right as a good, perfect and Absolute Estate of Inheritance in fee simple and had in himself good Right full power and lawful Authority to Grant Bargain, Sell, convey, & Confirm said bargained premises in manner as aforesaid and that he of said Elijah Smith his Heirs & Assigns should and might from time to time and at all Times forever thereafter by force and Virtue of said Deed lawfully peaceably & quietly have hold, use, occupy, possess and Enjoy the said demised & bargained premises with the appurtenances free & Clear & freely and clearly acquitted Exonerated & Discharged of & from all and all manner of former or other Gifts Grants, Bargains, Sales, Leases, Mortgages, Wills, Entails Jointures Dowries

Smith
vs
Kellogg
Ff

Smith vs Kellogg

Dowries, Judgments, Executions or Incumbrances of What Name or Nature soever that might in any Measure or degree obstruct or make Void ye Deed, And furthermore the said Nathaniel for himself his Heirs Excors & Admors did covenant and Engage the above demised Premises to him the said Elijah Smith his Heirs and Assigns against ye Lawful Claims or demands of any person or persons whatsoever for ever thereafter to warrant Secure & Defend and the said Elijah further avers & declares that at ye time of ye Ensealing & delivering of the same Deed the said Nathaniel was not ye true Sole and lawful owner of the said Land & premises & that he was not lawfully seized and possessed of ye same in his own proper right as a good perfect & Absolute Estate of Inheritance in Fee Simple and that said Nathaniel then had not in himself any right Power or Authority to grant, Bargain, sell, convey or confirm ye same in manner as afores or in any manner whatsoever, and that ye said Elijah never could at any Time by Virtue of said Deed lawfully peaceably & quietly have hold use, occupy, possess or enjoy ye said Bargained premises with the appurtenances free, and Clear and freely and clearly acquitted exonerated & Discharged of and from all and all Manner of former or other Gifts Grants Bargains Sales Leases Mortgages Wills Entails Jointures Dowries Judgments Executions or Incumbrances that might in any Measure or degree obstruct the passing of the premises to ye said Elijah or make void the said deed and so ye Nathaniel his said Covenant & not kept ye same To ye Damage of ye said Elijah Thirty pounds

The pltt appears by John Worthington Esq his Attr and ye Deft comes into Court and prays for a Continuance until ye next Term & it is granted him

Wright vs Chapin

Caleb Wright yeoman and Elisha Wright yeoman both of Springfield in ye County of Hampshire pltts vs William Chapin of sd Springfield yeoman Deft in a plea of Entry wherein they demand against the said William forty Acres of Land Lying in the Neck of Land so called on ye North side of Chicopee River about three quarters of a mile below ye place on said River called Squannenganuck twenty two Acres & twenty eight rods part of which forty Acres bounds as follows viz beginning at a place six rods and half from a White Oak Stump ye North East corner of the pltts Land there formerly laid out to Abel Wright & Thomas Noble thence running West 8 Degrs South forty rods thence West 07 Degrs 30 mts North six rods thence West 10 Degrs So 8 Rods thence West 2 Degrs So 24 Rods thence West 34 Degrs So 42 Rods thence East 15 degrs 30 mts So 102 Rods to ye fence near the foot of ye second Hill thence by sd Hill 55 Rods to ye first station And ye residue of ye said forty Acres lies on ye Southerly side of and adjoining to ye said twenty two Acres 22 Rods & Bounds East & West on Hills Northerly on sd 22 Acres 22 Rods & Extends so far as to make forty Acres in ye Whole with ye Appurtenances &c as in the Writ

The pltts being three times publickly called to come into Court and prosecute their Action are Nonsuit & ye Deft likewise defaulted and ye Action accordingly dismissed

Eastman vs Hillyer

William Eastman of Granby in ye County of Hampshire yeoman pltt vs Timothy Hillyer of South Hadley in sd County yeoman Deft in a plea of ye Case for that said Tim at said Granby on ye 20th day of Feby 1768 by his Note of that date for Value Rec promised said Willm to pay him four pounds 6/8 lawful money on demand with Interest &c as in ye Writ — The pltt appears by Simeon Strong ~~Esqr~~ his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye sd Willm recover against ye sd Tim four pounds 13/10 3/4 lawful money damages & Cost of Court taxed at one pound 14/5 thereof &c. Entered 24th Nov 1769

Philip Freeman Junr of Boston in ye County of Suffolk Merchant pltff vs Ebenezer Burt of Springfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Ebenezer at said Springfield on ye twenty third day of December 1766 by his note of that date for Value rec promised said Philip to pay him or his order twenty pounds 13/10 lawful money within three months from ye Date of said Note with Interest after ye End of said three months till paid &c as in the Writ — The pltff appears by Simeon Strong Esq his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Philip recover against ye said Ebenezer twenty four pounds & five pence of lawful money damages and Cost of Court taxed at two pounds 18/4 and thereof he may have his Execution — Exd is 30th June 1770

Freeman vs Burt — 20

Mary Smith of Hatfield in ye County of Hampshire Widow pltff vs Joseph Washburn of New Braintree District in ye County of Worcester yeoman Deft in a plea of ye Case for that said Joseph at said Hatfield on ye fifteenth day of Feby 1769 by his Note of that date for Value rec promised ye said Mary to pay her or her order Seven pounds lawful money on demand with Interest &c as in ye Writ — The pltff appears by Simeon Strong Esq her Attr and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Mary recover against the said Joseph Seven pounds 4/7 of lawful money damages and Cost of Court taxed at one pound 19/4 and thereof &c

Smith vs Washburn — 21

Israel Clark of Granby in ye County of Hampshire yeoman pltff vs William Negus of said Granby yeoman Deft in a plea of the Case for that sd William at Springfield on the fourth day of July 1766 by his Note of that date for Value rec promised Israel to pay him twelve pounds 2/10 lawful money on demand with lawful Interest till paid &c as in the Writ — The pltff appears by Simeon Strong Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Israel recover against the sd William four pounds 15/5½ of lawful money damages & Cost of Court taxed at one pound 14/9 & thereof &c

Exd is 17th Oct 1769

Clark vs Negus — 22

Cornelius Jones of a place called Myrifield in ye County of Hampshire Gentn pltff vs John Stillman of Sandisfield in ye County of Berkshire Gentn Deft in a plea of the Case for that said John at Springfield on ye second day of Nov 1766 by his Note of that date for Value rec promised said Cornelius to pay him or his order Eleven pounds 13/0 lawful money by ye second day of May then next with Interest till paid &c as in the Writ — The pltff appears by Simeon Strong Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court that ye said Cornelius recover against the said John Eight pounds 14/11½ of lawful money damages & Cost of Court taxed at two pounds 8/10 & thereof &c

Exd is 19th Oct 1769

Jones vs Stillman — 23

Israel Williams of Hatfield in ye County of Hampshire Esq & Moses Graves of Pittsfield in ye County of Berkshire Gentn pltffs vs Mary Smith of Hatfield in ye County of Hampshire widow & Relict of Samuel Smith late of said Hatfield Gentn Dec'd intestate and Administratrix of all ye Goods Chattels Rights and Credits of said Samuel Deft in a plea of the Case for that ye said Samuel in his Lifetime to wit on ye Last day of Dec Anno 1774 owed ye said Israel and Moses the sum of twenty six pounds 12/ in money of the Old Tenor then current within our province of ye Massachusetts Bay in New England which the said Israel and Moses say was in Value Equal in Value to ye Sum of six pounds 2/10 of the now lawful money of ours Province

Williams Esq &c vs Smiths Admx — 25

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Williams Adm vs Smiths Adm

Province ~~of~~ to ballance Book Acts and then and there to wit at Hatfield on the same last day of December afore said in Consideration thereof promised said Israel and Moses to pay them the same on demand with the Lawful Interest thereof till paid, Also for that said Samuel at Hatfield on the last day of May Dom 1769 being then alive owed the said Israel and Moses the Sum of one Hundred and thirty pounds lawful money for sundry other Articles of Book Acct & then & there in Consideration thereof promised said Israel & Moses to pay them the same on demand Yet said Samuel tho often requested never paid said Sums or either of them or any part thereof in his Life time nor hath ye said Mary tho often thereto requested ever paid sd Sums or Interest or either of them or any part thereof since said Samuels Death but wholly neglects and refuses to do it To ye Damage of ye said Israel and Moses the Sum of one Hundred and forty pounds &c

The pltts appear by Simeon Strong ~~Esqr~~ their Attr and the said Mary by Joseph Hawley Esq her Attr comes and defends the force & Injury When &c and says as to ye Interest mentioned in the first Acct contained in this Writ and as to ye Sum of one Hundred & thirty pounds mentioned in ye second Count in this Writ he ye said Samuel never assumed on him self or promised the said Israel & Moses to pay them the same or any part thereof and thereof puts herself on ye Country, — And as to ye Sum of twenty six pounds 12/ of Money of the old Tenor in ye first count mentioned the said Mary says that ye said Israel and Moses ought not to have this their Action maintained against her because she saith that ye said Samuel at ye Time of his death did not owe to ye sd Israel & Moses the said Sum of twenty six pounds 12/ or any part thereof in manner and form as in ye said first Count is alledged and of this she puts herself on ye Country — And the sd Israel and Moses by their Attorney aforesaid reserving Liberty to waive this demurrer or Trial of ye appeal and join ye Issues tendred says that ye matters contained in ye several pleas above pleaded are insufficient in Law to oblige the pltts to answer thereto to which pleas and ye matters therein contained ye pltts are under no Necessity nor holden by Law of ye Land to answer and this they are ready to verify wherefore they pray Judgment for their damages & Cost And the said Mary says her pleas are sufficient

Thereupon ye premises being seen and fully understood by ye Court of the Lord ye King now here for that it appears to ye said Court of the sd Lord ye King that ye pleas aforesaid of ye said Mary and ye Matters therein contained are sufficient in Law to preclud ye said Israel and Moses from having their aforesaid Action maintained against ye sd Mary Therefore it is considered by ye Court that ye said Israel and Moses by their plea afores^d have nothing &c It is also considered that ye sd Mary do recover against the said Israel and Moses the Sum of of lawful money allowed her with her Cost for her Cost in defending the Suit of the said Moses & Israel

The said Israel and Moses by Simeon Strong ~~Esqr~~ their afores^d Attorney appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for the sd Israel & Moses prosecuting the appeal with Effect as by sd Recognizance on file it appears

Israel Williams of Hatfield in ye County of Hampshire Esquire pltff vs Mary Smith of said Hatfield Widow and relict of Samuel Smith late of Hatfield aforesaid Gentn Decd intestate & Administratrix of all ye Goods Chattels, Rights and Credits of said Samuel Deft in a plea of ye Case for that ye said Samuel in his life Time to wit at sd Hatfield on ye Last day of December Anno Domi 1761 owed the said Israel ye Sum of two pounds 15/ lawful money for sundry Articles of Book Debt & then and there in consideration thereof promised said Israel to pay him the same Sum on demand with ye lawful interest for ye same till paid; Also for that said Samuel at said Hatfield on ye last day of May Anno Domi 1763 owed ye said Israel ye Sum of three pounds 10/ lawful money for divers other Articles of Book Account and then & there (being then alive) promised said Israel to pay him ye last said Sum on demand, yet said Samuel tho often requested never paid sd Sum or Interest or either of them or any part thereof nor hath said Mary ever paid said Sums or Interest or either of them or any part thereof since said Samuels Death tho often requested but wholly neglects and refuses to do it To ye Damage of ye said Israel Ten pounds

The said parties come here and humbly pray that this case may be Continued until the next Term and it is granted them and ye sd parties have a further day here in this Court until ye second Tuesday of Nov next Ensuing

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Williams Esq vs Smith Admx

20

Benjamin Billing of Petchertown in ye County of Hampshire Husbandman pltff Elijah Alvord of Southadley in said County yeoman Deft in a plea that ye said Elijah render to said Benjamin fourteen pounds 15/ lawful money which to him he owes & from him unjustly detains & whereon said Benjamin says that at our Inferiour Court holden at Springfield on ye last Tuesday of August in ye third year of our Reign sd Benjamin recovered against ye said Elijah ye Sum of thirty four pounds 16/ lawful money which sum was adjudged to sd Benjamin as well for his damages as also for his Expences laid out by him about his Suit whereof he is convicted as by ye Record thereof does appear which judgment is now in full force and the sd Benjamin has since sued out three Writs of Execution on ye same Judgment & tho twenty pounds 15/ lawful money has been leyyed and paid to sd Benjamin yet ye said Sum of fourteen pounds 1/ yet remains unsatisfied &c as in ye Writ

The pltff appears by Simeon Strong his Attr and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Benjamin do recover against ye said Elijah the Sum of thirteen pounds 2/ of lawful money damages and Cost of Court taxed one pound 17/ Thereof

Exon is August 15th 1770

Billing vs Alvord

17

John Field of Amherst in ye County of Hampshire Gentn pltff vs Joseph Cook of Cambridge in ye County of Middlesex Tanner Deft in a plea of Case for that sd Joseph at Springfield on ye 8th Day of Feby 1769 owed said John ye Sum of two pounds 15/ lawful money for two Deer Skins by said John to sd Joseph before ye time sold according to ye Act annexed to ye Writ in Consideration thereof sd Joseph promised said John to pay him the same on demand, And also for that said John at ye request of ye said Joseph before ye sd 8th day of Feby sold said Joseph two other Deer Skins of ye Value of two pounds & he ye said Joseph in Consideration thereof promised said John to pay him ye Value of two pounds 15/ in good Sole Leather at sd Josephs dwelling House whenever ye said John sd

The pltff appears by Simeon Strong his Attr and ye Deft being three times publickly called makes default of appearance — It is therefore considered by ye Court ye said John recover against ye said Joseph two pounds 15/ of lawful money damages & Cost of Court taxed at two pound 17/ Thereof &c — Exon is 17th Oct 1769

Field vs Cook

20

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Boltwood vt Lawrence

29

Solomon Boltwood of Amherst in ye County of Hampshire yeoman pltff vs Josiah Lawrence of a new Township called Williamsburgh yeoman and William Stevens of Pittsfield, yeoman both in the County of Berkshire Deffts in a plea of the Case for that said Josiah & William at ye Amherst on ye 28th Day of October 1766 by their note of that date for Value rec'd promised said Solomon to pay him at ye pot Ash Works in sd Williamsburgh one Ton of good Merchantable Pot Ash with ye Casks of ye Value of forty pounds on or before ye first day of Oct. then next &c Also for that sd Josiah and William at ye Amherst on ye same 28th Day of Oct. 1766 by their other note for Value rec'd promised said Solomon to pay & deliver to him at ye same Potash Works another Ton of good Potash with Casks containing the same of ye Value of Forty pounds on or before ye first day of October then to be in ye year 1766 &c as in the Writ

The pltff appears by Simeon Strong Esq his Attr & Deffts being three times publickly called make default of appearance in Court

It is therefore considered by ye Court that ye said Solomon do recover against ye sd Josiah and William fifty two pounds of lawful money damages and Cost of Court taxed at two pounds 4/ and thereof &c

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Kellogg vs Willard

30

Martin Kellogg of Amherst in ye County of Hampshire yeoman pltff vs Aaron Willard of Brookfield in ye County of Worcester yeoman Deft in a plea of the Case for that said Aaron at said Amherst on ye fifth day of April A D 1769 by his Note of that date for Value rec'd promised sd Martin to pay him or his order seven pounds 6/ sd within two months from ye Date of said Note with Interest &c as in the Writ — The pltff appears by Simeon Strong Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Martin recover against ye said Aaron three pounds 9/13/11 of lawful money damages & Cost of Court taxed at one pound 16/10 & thereof &c

Decon ifs 28th Sept 1769

Williams Esq &c vs Strickland

31

Israel Williams of Hatfield in ye County of Hampshire Esq and Moses Graves of Pittsfield in ye County of Berkshire Gentn Partners & joint dealers in Trade pltfs vs John Strickland lately of Hadley in ye County of Hampshire yeoman Deft in a plea of the Case for that said John at said Hatfield on ye last day of December A D 1765, owed ye sd Israel & Moses the sum of thirteen pounds 3/6 of money of ye Old Tenor then Current within our province of ye Massachusetts Bay in New England which ye said Israel & Moses say is in Value Equal to three pounds 1/7 of ye New Lawful money of our said province to ballance Book Accounts & then and there in Consideration thereof promised said Israel & Moses to pay them ye same on demand with ye lawful Interest for the same till paid, Also for that said John at said Hadley on the last day of June last past owed ye said Israel and Moses the sum of thirty two pounds lawful money for sundry Articles of Book Account and then and there in Consideration thereof promised said Israel and Moses to pay them ye same on demand & yet said John tho often requested hath never paid the said Sums or Interest or lither of them or any part thereof But neglects it to the damage of the said Israel and Moses as they say ye sum of forty pound

The parties appear by their respective Counsel viz the pltfs by Simeon Strong Esq and ye Deft by Joseph Hawley Esq and move that ye case may be continued until ye next Term &c it is granted there and ye parties have a further Day &c until ye second Tuesday of November next Ensuing

Samuel Wire of Westmorland in ye Province of New Hampshire yeoman pltt vs Aaron Burt of Northfield in ye County of Hampshire yeoman Deft In a plea of the Case for that said Aaron at Northfield aforesd on ye third day of May 1769 by his Note of that date for Value rec promised s^d Samuel to pay him thirteen pounds 13/ lawful money by ye first day of May 1769 with Interest till paid &c as in the Writ — The pltt appears by Daniel Jones Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Samuel recover against ye said Aaron fifteen pounds 15/ of lawful money damages and Cost of Court taxed at two pounds 18/ and thereof &c — — — — — Execn is 11th Sept 1769

Wire vs Burt 32

Jonathan Farr yeoman of Chesterfield in ye province of New Hampshire yeoman pltt vs Jonathan Meacham of Williamstown in ye County of Berkshire yeoman Deft in a plea of ye Case for that said Meacham at Springfield aforesd on ye fifteenth day of June 1769 by his Note of that date for Value rec promised said Farr to pay him or his order twenty pounds of lawful money on demand with Interest &c as in ye Writ The pltt appears by Daniel Jones Esq his Attorney & ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Farr do recover against the said Meacham twenty pounds 13/5¾ of lawful money damages and Cost of Court taxed at two pounds 18/ and thereof &c Execn is 11th Sept 1769

Farr vs Meacham 33

Elijah Wells of Hinsdale in ye province of New Hampshire yeoman pltff vs Whitman Welch of Williamstown in ye County of Berkshire Clerk Deft in a plea of the Case for that said Whitman at Springfield on ye 14th Day of Octo 1769 by his Note of that date for Value rec promised one Jonathan Jones to pay him or order fourteen pounds lawful money by ye first day of February next ensuing ye Date of said Note with Interest &c Afterwards viz: on ye last day of Jany last no part of said Note being paid s^d Jon^a by his Endorsement ordered ye payment of ye Contents of said Note then wholly due to be made to ye pltff of all which said Whitman instantly had Notice and so became liable to pay ye same to ye pltff & being so liable then & there said Whitman promised s^d Elijah to pay him ye same according to ye Tenor of said Note &c as in ye Writ — The pltff appears by Daniel Jones Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Elijah do recover against ye said Whitman fourteen pounds 14/10 of lawful money damages and Cost of Court taxed at two pounds 18/ thereof &c Exn is 11th September 1769

Welch vs Welch 34

Samuel Winslow of Chesterfield in the province of New Hampshire yeoman pltff vs Isaac Ball and Isaac Ball Junr both of Warwick in the County of Hampshire yeomen Defts in a plea of the Case for that s^d Isaac Ball and Isaac Ball Junr at Warwick aforesd on ye 25th day of May 1769 by their Joint Note of that date for Value rec promised said Samuel to pay him five pounds fourteen shillings lawful money on demand with Interest for the same till paid &c as in ye Writ The pltff appears by Daniel Jones Esquire his Attorney and the Defts being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Samuel recover against the said Ball and Isaac Ball Junr five pounds 15/9 of lawful money damages and Cost of Court taxed at two pounds 18/ thereof &c Execn is 11th Sept 1769

Winslow vs Ball &c 35

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Henry vs Taylor

36

Josiah Henry of South Hadley in ye County of Hampshire yeoman and Elizabeth Henry of said South Hadley spinster Executors of ye Last Will and Testament of James Henry late of said South Hadley Decd pltts vs Reuben Taylor of South Hadley yeoman Deft in a plea of the Case for that said Reuben at South Hadley aforesaid on ye 11th Day of March 1767 by his Note of that date for Value rec promised said James then living to pay him two pounds 17/ lawful mony on demand with Interest &c as in the Writ

The pltt appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Josiah & Elizabeth in ye Capacity aforesaid recover against ye said Reuben three pounds 3/9 of lawful mony damages and Cost of Court taxed at one pound 11/10 thereof &c

Execn is 21st Sept 1769

Warner vs Gould

37

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Samuel Gould late of Sunderland in said County yeoman Deft in a plea of the Case for that said Samuel at Hadley on ye 17th Day of June 1767 by his Note of that date for Value rec promised Jonathan to pay him three pounds 12/11 within one year &c as in the Writ

The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Jonathan recover against the said Samuel three pounds 12/11 of lawful mony damages and Cost of Court taxed at one pound 19/2 thereof &c

Execn is 21st Sept 1769

Idem vs Rugg

38

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs John Rugg of South Hadley in said County yeoman Deft in a plea of the Case for that said John at Hadley on ye 30th Day of August last past by his Note of that date for Value rec promised said Jonathan to pay him five pounds 13/9 4/4 of lawful mony on demand with Interest &c as in the Writ — The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Jonathan recover against ye said John four pounds 13/9 4/4 of lawful money damages and Cost of Court taxed at one pound 16/6 and thereof &c

Execn is 21st Sept 1769

Mem. This Judgment was entered up by error for 20/ in dam. more than was duly recovered & accordingly it was that there is a note of Error on the Docket & that the was to be struck out

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Burr vs Morgan

39

Timothy Burr of Granby in ye County of Hampshire yeoman pltff vs Titus Morgan of Springfield in ye County aforesd yeoman Deft in a plea of the Case for that said Titus at said Granby on ye 29th Day of August last by his Note of that date for Value rec promised said Timothy to pay him nine pounds 13/9 3/4 on demand with Interest &c as in ye Writ

The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Timothy recover against ye said Titus nine pounds 17/5 of lawful mony damages and Cost of Court taxed at one pound 17/6 thereof &c Execn is 21st Sept 1769

Porter by vs Scott

40

Eleazer Porter of Hadley in ye County of Hampshire Esq pltff vs Moses Scott late of Bernardston in said County yeoman Deft in a plea that ye said Moses to ye said Eleazer thirty pounds lawful money which to him he owes and unjustly detains — Whereon said Eleazer says that ye said Moses at said Hadley on ye 31st Day of July 1762 by his Bond of ye same date bound himself to ye said Eleazer in the sum of thirty pounds to be paid him on demand &c as in the Writs

The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is considered by ye Court that ye said Eleazer recover against ye said Moses the sum of 19/9 of lawful money damages and Cost of Court taxed at £2 2 thereof &c Execn is 21st Sept 1769

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Robert Worth of Hardwick in ye County of Worcester yeoman Deft in a plea of the Case for that said Robert at said Hadley on ye first day of August Currant being justly indebted to ye said Jonathan in ye sum of two pounds 13/1 lawful money to Ballance Book Accounts and annexed to ye Writ and Robert in consideration thereof promised said Jonathan to pay him ye same on demand &c as in the Writ

Warner vs Worth

4/2

The pltff appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court that ye said Jonathan do recover against the said Robert two pounds 13/1 of lawful money damages and Cost of Court taxed at one pound 19/1 and therefore &c

Execn is 21st Septr 1769

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Elisha Church of Hardwick in ye County of Worcester yeoman Deft in a plea of ye Case for that ye said Elisha at Hadley on ye 27th Day of July 1769 by his Note of that date for Value rec promised said Jonathan to pay him one pound 2/1 lawful in one month with Interest &c Also for that said Elisha at Hadley on ye same day & yeres by his other note of ye same date for Value rec promised said Jonathan to pay him one other sum of one pound lawful money within one Month from ye Date of said Note with Interest &c as in the Writ

Adm vs Church

4/2

The pltff appears by Elisha Porter Gent his Attr and the Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Jonathan recover against ye said Elisha the Deft two pounds 7/4½ of lawful money damages and Cost of Court taxed at one pound 19/1 and therefore &c

Execn is 21st Septr 1769

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Joseph Mitchel of Ashfield in ye County aforesaid yeoman Deft in a plea of ye Case for that said Joseph at Hadley on ye 20th Day of June 1769 by his Note of that date for Value rec promised said Jonathan to pay him the sum of four pounds 12/6 lawful money by ye twentieth day of Octr then next with Interest ~~for ye~~ thereof till paid &c as in the Writ

Adm vs Mitchel

4/3

The pltff appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Jonathan do recover against ye said Joseph four pounds 19/1½ of lawful money damages and Cost of Court taxed at two pounds 1/6 and therefore &c

Execn is 21st Septr 1769

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Eleazer Burt yeoman Elijah Lyman yeoman & Selah Wright yeoman all of Northampton in ye County Defts in a plea of ye Case for that ye said Elijah Eleazer and Selah at Northampton aforesd on ye 15th Day of April 1769 by their Note of that date for Value rec promised ye said Jona to pay him nine pounds lawful money by ye 15th Day of April 1770 with Interest after ye 15th day of April last mentioned till paid &c as in ye Writ The pltff appears by Elisha Porter Gent his Attr and ye Defts being three times publickly called make default of appearance in Court Therefore it is considered by the Court that ye said Jonathan recover against ye said Elijah Eleazer & Selah three pounds 11/0¾ lawful money damages & Cost of Court taxed at 2/0¼ & therefore &c

Adm vs Burt

4/4

Execn is 21st Septr 1769

Seth Murray of Hatfield in ye County of Hampshire yeoman pltff vs Downing Warner of ye said Hatfield yeoman in a plea of ye Case for that ye said Downing at Springfield on ye 27th day of April 1766 by his Note of that date for Value rec promised Seth to pay him ten pounds 2/0 lawful money at ye End of two years from ye date of ye said Note with Interest till paid &c as in ye Writ

Murray vs Warner

4/5

The pltff appears by Jonathan Ashley Esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Seth recover against the said Downing the sum of one pound lawful money damages and Cost of Court taxed at one pound 10/ & therefore &c

420 Israel Williams Junr of Hatfield in the County of Hampshire Gent
Williams Junior vs Stedman — pltff vs Ebenezer Stedman resident at Hadley in ye said County Serjeant
Maker Left in a plea of the Case for that said Ebenezer at Springfield
on the fourth day of Novr last past by his Note of that date for value
rec promised said Israel to pay him four pounds five Shillings & four
4£ pence on demand with Interest &c as in the Writ
The pltff appears by Jonathan Ashley Gent his Attn and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Israel recover against
the said Ebenezer four pounds 5/4 of lawful money damages & Cost
of Court taxed at one pound 4/8 thereof &c — Execon is 11th Septr 1769

Barnard vs Chamberlain — Samuel Barnard of Deerfield in ye County of Hampshire yeoman pltff vs
Thomas Chamberlain of sd Deerfield yeoman Deft in a plea of ye Case
for that said Samuel & Thomas at sd Deerfield on ye 18th day of April
last past accounted together concerning divers sums of Money before
4/12 that time due from sd Thomas to said Samll then unpaid on ye stating
of which Acct said Thomas was found in Arrear to sd Samll in ye Sum
of four pounds 14/1 lawful money & being so found in Arrear sd Thomas
then and there promised sd Samll to pay him sd Sum on demand &c as in ye Writ
The pltff appears by Jonathan Ashley Junr Gent his Attn and ye Deft being
three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said Samll recover against
the said Thomas four pounds 14/1 of lawful money damages and Cost of
Court taxed at two pounds 1/9 thereof &c —

Oaks vs Phillips — Nathan Oaks of Deerfield in ye County of Hampshire Joiner pltff vs Benjamin
Phillips of Ashfield in ye said County yeoman Deft in a plea of ye Case for that
sd Benjamin at sd Deerfield on ye 16th Day of May 1769 by his note for value rec promised
sd Nathan to pay him three pounds lawful money in Merchantable Shingles
4£ at 12/ by ye thousand to be delivered within half a mile of Conway Saw Mill
standing on Saith River in ye County aforesd in five weeks from ye Date of ye Note &c
The pltff appears by Jonathan Ashley Junr Gent his Attn & the Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Nathan recover against
the said Benjamin three pounds of lawful money damages & Cost of
Court taxed at two pounds 6/8 thereof &c

Arms vs Lundern &c — David Arms of Deerfield in ye County of Hampshire Joiner pltff vs Benjamin
Phillips yeoman & Moses Smith yeoman both of Ashfield in ye sd County Deffts
in a plea of ye Case for that sd Benjn & Moses at sd Ashfield on ye second day of
Dec 1769 by their Note of that date for value rec jointly promised
4£ sd David to pay him or his Order Eighteen pounds within six Months
from ye Date with Interest &c as in ye Writ The pltff appears by Jonathan
Ashley Gent his Attn and ye Deffts being three times publickly called make
default of appearance in Court It is therefore considered by ye Court that
ye sd David recover against ye said Benjamin & Moses Seventeen pounds 18/ of
lawful money damages & Cost of Court taxed at two pounds 6/8 thereof &c

Field vs Rawson — Reuben Field of Northfield in ye County of Hampshire yeoman pltff vs Josiah
Rawson of Warwick in ye sd County yeoman Deft in a plea of ye Case for
sd Josiah at sd Northfield on ye 27th Day of April 1769 by his note of ye Date
for value rec promised said Reuben to pay him or his order twenty pounds
50 lawful money on or before ye 27th Day of April then next with Interest &c
The pltff appears by Samuel Field Gent his Attn and ye said being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Reuben recover against ye
said Josiah twenty one pounds 12/ of lawful money damages & Cost
of Court taxed at two pounds 17/10 thereof he may have execon is 22 Septr

David Field of Deerfield in ye County of Hampshire Gent pltff vs David Ballard of Montague in ye said County yeoman Deft in a plea of ye Case for that said Ballard at said Deerfield on ye fourth day of July 1769 by his Note of that date for value rec promised s^d Field to pay him or his order Eleven pounds of ye lawful money on demand with Interest &c as in the Writ
The pltff appears by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said David Field recover against ye said David Ballard Eight pounds 10s 6d ½ of lawful money damages and Cost of Court taxed at two pounds 2s 9d ½ thereof &c Execn iss 5th Mar 1770

1,2,9
Field vs Ballard
51

David Field of Deerfield in ye County of Hampshire Gent pltff vs Nathaniel Hawks late of Deerfield aforesaid yeoman Deft in a plea of the Case for that said Nath^ll on the Tenth day of April 1769 by his Note of that date for value rec promised said ~~Nathaniel~~ David to pay him or his order twenty six pounds £ lawful money on demand with Interest &c as in the Writ The pltff appears by Samuel Field Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said David recover against ye said Nathaniel Thirty pounds 0s 0d ½ of lawful money damages and Cost of Court taxed £2,3,1 thereof &c
Execn is 5th March 1770

Idem vs Hawks
52

David Field of Deerfield in ye County of Hampshire Gent pltff vs John Workman of Bernardston in said County yeoman Deft in a plea of the Case for that said John at said Deerfield on the 26th Day of April 1769 by his Note of that date for value rec promised s^d David to pay him or his order three pounds 13s 8d ¾ of lawful money with Interest &c as in ye Writ
The pltff appears by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court
Therefore it is considered by ye Court that ye said David do recover against the said John three pounds 13s 2d ¾ of lawful money damages & Cost of Court taxed at two pounds 6s 1 thereof &c

Idem vs Workman
53

Jonathan Oakes of Conway in ye County of Hampshire yeoman pltff vs Abel Merriman of s^d Conway yeoman Deft in a plea of ye Case for that said Abel at said Conway on ye 1st day of June 1769 by his Note of that date for value rec promised said Jona to pay him or order ye sum of Eighteen pounds on demand with Interest until paid, yet said Abel tho often thereto requested hath never paid ye Contents of said Note or any part thereof but neglects and refuses to do it To ye damage of ye said Jonathan Thirty pounds
The pltff appears by Samuel Field Gent his Att^y ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Jona recover against ye s^d Abel Eighteen pounds 0s of lawful money damages & Cost of Court taxed at two pounds 6s 6 thereof &c
The s^d Abel afterwards at this Term comes here by William Billings Gent his Att^y and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next He recognizes with Sureties as ye Law directs for his prosecuting his appeal with Effect as by s^d Recognizance on file appears

Oakes vs Merriman
54

Robert Oliver of Conway in ye County of Hampshire yeoman pltff vs Caleb Sharp of s^d Conway House Wright Deft in a plea of ye Case for that said Caleb on ye 12th Day of August current at s^d Conway by his Note of that date for value rec promised said Robert to pay him or his order five pounds 15s on demand with Interest &c as in ye Writ
The pltff appears by Samuel Field Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Robert recover against the said Caleb five pounds 16s 4d ½ of lawful money damages and Cost of Court taxed at two pounds 3s 4 d ½ &c
Execn is 18th Oct 1769

Oliver vs Sharp
55

430 Nathaniel Dickinson of Deerfield in ye County of Hampshire yeoman Pltff vs
Moses Daniels of Conway in ye said County yeoman Deft in a plea of ye Case
Dickinson for that said Moses on ye 11th Day of April 1768 at sd Deerfield by his Note
vs of ye Date for Value rec promised said Nathaniel to pay him three pounds
Daniels & sd lawful mony within six months from ye Date with Interest &c as in ye Writ
56 The pltff appears by ~~Joseph H~~ Samuel Field Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Nathaniel recover
against ye said Moses three pounds 12/0/4 of lawful money damages
and Cost of Court taxed at two pounds 2/9 Therefore &c

Arms Consider Arms of Conway in ye County of Hampshire yeoman pltff vs
vs the proprietors of the common and undivided Lands in ye Town of
Proprietors of Ashfield in ye County aforesaid Defts in a plea wherein ye sd Consider
Ashfield demands against ye said proprietors as his right & Inheritance one
57 certain Tract of Land with ye Appurtenances in Conway afores
described by ye Lines following that is to say ye Northerly line thereof
begins at a station West one degree thirty minutes South of a hardmaple
sapling with Stones about it marked with ye Letters, Marks, Figures here
set down to wit. N, S N III I M N III O Standing on ye Northwesterly
Corner of the twenty eighth original Lot in Conway aforesaid laid out to Moses
Stebbins and at ye Distance of 26 chains 25 Links therefrom runs from
ye said Station West two degrees South 30 Chains & 50 Links thence the
West Line runs South 15 degrees 30 Minutes West 21, Chains 50 Links
thence ye Southerly Line runs East two degrees North 37 Chains 50
Links. Thence the Easterly Line runs North 20 degrees East to ye first
Station first above mentioned being in Quantity about Eighty Eight
Acres and whereof ye said Proprietors unjustly and without Judgment
disseized ye said Consider within thirty years now last past whereupon
he says that within thirty years now last past he was seized of the
Tenement afores with ye Appurtenances in his demean as of fee
and right in a time of peace taking ye profits thereof to ye Value
of five pounds by ye year and whereof ye said proprietors deforce &
hold him out and therefore he brings this suit The sd Disseizen & deforcement
is to ye Damage of the said Consider the sum of Fifty pounds
The pltff appears by John Worthington and Joseph Hawley Esquires his
Attornies and the said Proprietors by Obadiah Dickinson their Agent comes
and defend &c and for plea say they never Disseized said Consider Arms
in manner and form as he in his declaration has alledged & thereof
put themselves on ye Country &c pltff likewise
Thereupon ye Jurors at this Time according to ye form and Effect of ye
Statutes in this Behalf provided, returned and impanelled being called
likewise come here Who to say ye truth concerning ye premises being
duly sworn declare upon their Oath that they find for ye pltff possession of ye
Land demanded &c and Cost of Court — His therefore considered by
the Court that ye said Consider recover against ye proprietors the Land
demanded &c and Cost of Court taxed at four pounds 13/2 Therefore &c

The said proprietors by Simeon Strong ~~Esqr~~ Esq their Attorney
appeal from ye Judgment of this Court to ye Superior Court of
Judicature to be holden at Springfield within and for ye County of
Hampshire of ye fourth Tuesday of September next ensuing and
here cognizes with Sureties as the Law directs for their prosecuting
the appeal with Effect as by said recognizance on file it appears

John Stewart the second of Colrain in ye County of Hampshire Husbandman pltt vs Charles Phelps lately of Hadley in yd County Gentleman Deft in a plea of Trespass on ye Case and whereupon yd John complains that whereas the said Charles on ye last day of May last at Springfield was indebted to ye said John in three pounds of ye Lawful mony of the province of ye Massachusetts Bay in New England for mony by ye said Charles to ye Use of ye said John before then had and led and being so there in indebted the said Charles in Consideration thereof afterward to wit the same day and year aboves at Springfield afores assumed on himself and to ye said John then and there faithfully promised that he ye said Charles the said three pounds &c to the said John when he should be thereto afterwards required well and faithfully would pay and Content, Nevertheless the said Charles the sd three pounds &c or any penny thereof has not yet paid to ye said John altho he has been often thereto required but he has always hitherto neglected and still neglects to do it To ye Damage of the sd John seven pounds

The pltt appears by Joseph Hawley Esq his Attorney and forasmuch as it has been made to appear to ye Court that ye Deft is now out of ye Province, It is ordered that the Case be continued and the said parties have a further day in this Court here until the second Tuesday of November next

431

Stewart vs Phelps

50

Jonathan Bardwell of Belchertown in ye County of Hampshire Husbandman pltt vs Hugh M'Alpine of Palmer in ye said County Weaver Deft in a plea of Trespass on the Case for this to wit at Belchertown aforesaid on ye fifth day of August Currant the sd Jonathan was possessed of one Brindled Cow of ye price of four pounds lawful mony as of his own proper Cow and sd Jonathan being so thereof possessed afterwards at Belchertown on ye sd fifth day of August casually lost said Cow out of his possession and ye sd Cow afterwards on ye same fifth day of August at Belchertown afores came into ye Hands and possession of ye said Hugh M'Alpine by finding the same sd Hugh altho he very well knew the said Cow to be the proper Cow of the sd Jonathan & hath never delivered sd Cow to sd Jonathan &c as in the Writ

The pltt appears by Joseph Hawley Esq his Att and the Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye sd Jonathan recover against ye said Hugh M'Alpine four pounds of Law Mony damages and Cost of Court taxed at two pounds 0/0 and therefor &c

Execution is 27th Jan 1770

Bardwell vs M'Alpine

50

Elijah Williams of Deerfield in ye County of Hampshire Esq pltt vs Jonathan Severance of Greenfield in ye sd County yeoman Deft in a plea that he render to ye sd Elijah thirty three pounds lawful mony which to him he owes & from him unjustly detains whereon said Elijah complains that whereas said Jonathan on ye 31st Day of May 1761, at Deerfield aforesaid by his certain writing obligatory in Court to be produced acknowledged himself to stand firmly bound to ye said Elijah in ye afores sum of thirty three pounds to be paid to said Elijah whenever he should be thereto required &c as in the Writ — The pltt appears by Joseph Hawley Esquire his Attorney and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Elijah recover against the said Jonathan six pound 14/7 of lawful money Debt and Cost of Court taxed two pounds 1/11 And thereof &c

Williams Esq vs Severance

60

432

Williams Esq vs Callin

Vs

Elijah Williams of Deerfield in the County of Hampshire Esq pltff vs Joseph Callin of Conway in ye County aforesd yeoman Deft in a plea of the Case for that said Joseph on ye fifth day of Feby 1759 at Deerfield aforesaid by his Note for value rec promised one Ebenezer Barnard to pay him or his order 2£ 11s 3d lawful money on demand with Interest And whereas said Ebenezer afterwards to wit on ye same day aforesd by his Indorsement ordered the contents of said Note then wholly due to be paid to ye said Elijah according to ye Tenor of said Note of all which said Joseph instantly had notice and so became chargeable to ye sd Elijah & being so chargeable then and there promised said Elijah that he would pay him ye Contents of said Note on demand; And also for that sd Joseph on ye 31st Day of May 1760 at Deerfield aforesd by his other note for value rec promised said Elijah to pay or his order thirty ~~four~~ pounds 0£ 3s of lawful money on demand with Interest &c as in the Writ

The pltt appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Elijah recover against the said Joseph thirty eight pounds 2£ 9s of lawful money damages and Cost of Court taxed at two pounds 0£ 8s and therefor &c

Execon iss 27th Dec 1769

Rowe Esq vs Ellis

Vs

John Rowe of Boston in ye County of Suffolk Esq pltff vs Matthew Ellis of Colrain in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Matthew on ye Ninth day of August last at Springfield by his Note for value rec promised one Elijah Williams to pay him or his Order two pounds 0£ 0s 0d on demand with Interest till paid & whereas said Elijah afterwards on ye said Ninth day of August aforesd by his Indorsment ordered the payment of ye Whole contents to be made to ye said John according to ye Tenor of said Note of all which the said Matthew instantly had notice and so became chargeable to the said John and being so chargeable he then and there promised sd John that he would pay him ye Contents of said Note on demand &c as in the Writ

The pltt appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said John recover against the said Matthew two pounds 5£ 0s 0d of lawful money damages and Cost of Court taxed at three pounds 0£ 10s thereof &c

Adam vs Twing

Vs

John Rowe of Boston in ye County of Suffolk Esq pltff vs John Twing of Conway in ye County of Hampshire yeoman Deft in a plea of the Case for that said John on ye first day of May 1760 at Springfield by his Note for value rec promised one Elijah Williams to pay him or his order three pounds 2£ 5s on demand with Interest and whereas sd Elijah afterwards to wit on ye same first day of May at Springfield aforesd by his Indorsment ordered the contents of sd Note then wholly due to be paid to ye said John Rowe according to ye Tenor thereof of all which said John Twing instantly had notice and so became chargeable to ye said John Rowe and being so chargeable in Consideration he then & there promised said John Rowe to pay him ye Contents of sd Note on demand &c as in the Writ — The pltt appears by Joseph Hawley Esq his Attr and the Deft being three times publickly called makes default of appearance in Court, Therefore it is considered by ye Court that ye said John Rowe recover against ye said John Twing three pounds 7£ 5s 0d of lawful money damages and Cost of Court taxed at three pounds 0£ 10s thereof &c

Samuel Harvey of Montague in ye County of Hampshire Husbandman
pltt vs Joseph Root Gentlm Moses Gunn Physician and Moses Severance
Husbandman all of said Montague Defts in a plea why with force &
arms the Cattle of him ye said Samuel of the price of five pounds found
at Montague aforesaid they took and carried away and other outrages
on him committed to his great damage against our peace whereon
the said Samuel complains that ye said Root, Gunn and Severance on
the third day of July last the Cattle of him the said Samuel to wit
one Cow and one Calf of ye price of five pounds found at
Montague aforesaid took and carried away and other outrages on
him committed to ye great damage of him ye said Samuel against
our peace The Trespass above said being to ye Damage of ye said Samuel
the sum of eight pounds ——— The pltt appears by John Worthington
and Joseph Hawley Esquires his Attorneys and the said Root, Gunn
and Severance by Simeon Strong Esq their Attorney come and defend &c
and say they are not guilty in manner and form as ye pltt in his
declaration has alledged and thereof put themselves on the Country
and the pltt likewise ——— Thereupon the Jurors at this
Time according to ye form and Effect of the Statutes in this Behalf
provided returned and impanelled being called likewise come
here Who to say concerning the Premises being duly sworn declare upon their Oath that
they find for the Defts. Costs of Suit ——— Its therefore considered by
the Court that ye said Root, Gunn and Severance recover against the
said Harvey the Sum of one pound 2/6 of lawful money allowed
them for their Cost in defending the Suit of the said Harvey & therefor &c

The said Samuel Harvey by his Attr Richard Montague appeals
from ye judgment of this Court to ye Superiour Court of Judicature
to be holden at Springfield in and for the County of Hampshire
on the fourth Tuesday of September next Ensuing And he recognizes
with Sureties as the Law directs for his prosecuting ye appeal with
Effect as by said recognizance on file it appears

Harvey vs Root et als
Ds

Nathaniel Phelps of Northampton in ye County of Hampshire yeoman
pltt vs Stephen Cootes of said Northampton Labourer Deft in a plea of the Case
for that said Stephen on ye fifth day of June 1764 at Springfield
by his Note for Value rec promised said Nathaniel to pay him
two pounds 4/ lawful money on or before ye first day of Novr
next Ensuing with Interest till paid &c as in ye Writ

The pltt appears by Joseph Hawley Esq his Attr and ye Deft being
three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said Nathaniel recover
against ye said Stephen three pounds 6/7 of lawful mony damages
and Cost of Court taxed at one pound 13/2 and therefor &c

Execn is 27th Decr 1769

Phelps vs Cootes
Ds

Isaac Chauncey of Ashfield in ye County of Hampshire Husbandman
pltt vs Moses Smith of said Ashfield Husbandman Deft in a plea
of the Case for that said Moses at Ashfield aforesaid on ye Ninth day
of Feby 1769 for Value rec made a certain Note bearing date the same
day and year above said and thereby promised to pay to one Lemuel
Snow or order ten pounds lawful mony in Indian Corn Rye or
or before the 20th Day of December then next to be delivered at said
Moses House at ye Markets price with Interest from ye Date and
the aforesd Ten pounds being unpaid the aforesaid Lemuel afterwards
the same day above said Indorsed that note and thereby appointed ye
Contents of said Note to be paid to one Ebenezer Belding or his order
And the said Ten pounds being still unpaid said Ebenezer afterwards the
same day last above said indorsed that note & thereby appointed the
contents

Chauncy vs Smith
Ds

434

Contents of ye said Note to be paid to ye said Isaac or his order whereof said Moses had notice by reason of ye premises said Moses became liable

Chauncy vs Smith

to pay said Isaac the said Sum and being soliable the sd Moses on the same day aforesd in Consideration thereof undertook and to said Isaac faithfully promised said Isaac to pay him said Sum according to ye Tenor of the said Note &c as in the Writ

The pltt appears by William Billing Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Isaac recover against ye said Moses Eight pounds 4/0½ of lawful mony damages and Cost of Court taxed at two pounds 6/4 and thereof &c

Execon iss 23d Octo 1769

Clary vs Thompson

Samuel Clary Jun of Sunderland in ye County of Hampshire yeoman Pltff James Thompson of Colrain in ye said County yeoman Deft in a plea of ye Case for that whereas the said James on ye sixth day of July 1768 at Colrain aforesaid by his Note of that date for Value rec promised the sd Samll that he would pay to him or order Ten pounds 4/0 on demand with Interest till paid, & yet ye said James tho' often thereto requested has not paid the Contents of ye said Note to ye said Samuel nor any part thereof But he wholly denies to do it To ye Damage of ye said Fourteen pounds ~ The pltt appears by William Billing Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by ye Court that ye said Samuel recover against ye said James ten pounds 18/13/4 of lawful mony damages and Cost of Court taxed at two pounds 3/10 & therefor

The said James afterwards at this Term comes here by Jonathan Ashley Gent his Attr and appeals from ye Judgment of this Court to ye Superior Court of judicature to be holden at Springfield within and for ye County of Hampshire on ye Fourth Tuesday of September next Ensuing and he recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said recognizance as on file it appears

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Billing vs Bardwell

Fellows Billing of Sunderland in the County of Hampshire Gent pltff vs Ebenezer Bardwell of Hatfield in ye sd County Gent Deft in a plea of ye Case for that said Ebenezer at Sunderland aforesd on the second day of March 1768 by his Note for Value rec promised ye Fellows that he would pay him three pounds 3/0 lawful money on demand with Interest &c as in the Writ

The pltt appears by William Billing Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Fellows recover against the said Ebenezer three pounds 2/7 of lawful mony damages & Cost of Court taxed at two pounds 2/2 & thereof &c Execon iss 13th Sept 1769

Clary vs Mitchell

John Clary of Sunderland in ye County of Hampshire yeoman Pltff Joseph Mitchel of Ashfield in ye County aforesd yeoman Deft in a plea of the Case for that said Joseph at Sunderland aforesd on ye 18th day of July 1768 by his Note of that date for Value rec promised ye said John to pay him two pounds lawful mony on demand with Interest &c as in Writ

The pltt appears by William Billing Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said John recover against the said Joseph two pounds 2/7 ½ of lawful money damages and Cost of Court taxed at two pounds 3/10 and thereof &c

Execon iss 23 October 1769

Benjamin Kid of Chesterfield in the County of Hampshire yeoman pltf vs James Cox of said Chesterfield yeoman Deft in a plea of ye Case for that the said James on the twentieth day of July current at Springfield being indebted to ye said Benjamin in ye Sum of two pounds ffl lawful money for the Articles mentioned in ye Act annexed to ye Writ then and there towit on ye said twentieth day of July at Springfield aforesaid in consideration thereof promised ye Said Benjamin that he would pay him the same sum on demand yet he the said James tho often thereto requested hath never paid the said Sum or any part thereof But he unjustly neglects and refuses to do it To ye Damage of ye Sd Benjamin five pounds

Kid vs Cox 92

The said Benjamin and the said James now come here in their proper persons and refer this Case together with all other Controversies and demands subsisting between them to ye final determination & award of Timo Dwight Esq Saml Mather Esq and Mr Ephraim Wright all of Northampton or any two of them Arbitrators mutually elected by the said parties to be made upon the premises & returned into this Court so soon as may be and the said parties have a Day to until the next Term &c

John Rowe of Boston in ye County of Suffolk Esq pltff vs Andrew Luckes of Colrain in ye County of Hampshire Husbandman Deft in a plea of the Case for that said Andrew on ye 20th day of March 1768 by his note for Value rec promised one Elijah Williams to pay him or his order two pounds 15/10 lawfull money on demand with Interest until paid And whereas said Elijah on ye last day of May last by his Indorsement ordered ye payment of ye whole Contents of said note then wholly unpaid to be made to ye Said John of all which said Andrew instantly had notice and so became chargeable to said John and being so chargeable he then & there promised said John to pay him ye Contents of ye Said note on demand &c as in the Writ — The pltff appears by Joseph Hawley Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said John do recover against ye Sd Andrew three pounds 0/6 1/2 of lawful mony damages and Cost of Court taxed £3,1,10 & therefor &c

Rowe Esq vs Luckes 93

Abraham Pennell of Colrain in ye County of Hampshire yeoman pltff vs Abisha Holland of ye Sd Colrain yeoman Deft in a plea of the Case for that ye Sd Abisha at ye Sd Colrain on ye 27th Day of March last past by his note of that date for Value rec promised said Abraham to pay him or his order seven pounds 6/8 3/4 on demand with Interest &c as in ye Writ

The pltff appears by Jonathan Ashley Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye Sd Abraham recover against the said Abisha seven pounds 10/3 of lawfull mony damages and Cost of Court taxed at two pounds 8/9 & there of &c Execution is 27th Decr 1769

Pennell vs Holland 94

Daniel Davison of Conway in ye County of Hampshire yeoman pltff vs Asapha Chilson of Sd Conway yeoman Deft in a plea of ye Case for that said Asapha at Springfield on ye 18th Day of Sept 1768 by his Note of that date for Value rec promised said Daniel to pay him or order fifteen pounds 12/7 lawfull money on or before ye first day of March then next with Interest &c as in ye Writ — The pltff being three times publickly called to come into Court and prosecute his Action does not come nor Nonsuit ye Deft likewise defaulted and ye Action accordingly dismissed

Davison vs Chilson 95

236

Williams Esq vs Mun Junr

76

Elijah Williams of Deerfield in the County of Hampshire Esq pltff vs Benjamin Mun Junr of sd Deerfield Joiner Deft in a plea of the Case for that sd Benjamin at Deerfield aforesaid on ye 18th Day of April 1763 by his note for Value rec promised said Elijah to pay him or his order six pounds lawful money on demand with Interest &c as in ye Writ. The pltff appears by Elijah Williams Junr Gent his Attr & ye Deft being three times publickly called makes default of appearance in Court. His therefore considered by ye Court that ye said Elijah recover against the said Benjamin three pounds 18/ of lawful money damages and Cost of Court taxed at two pounds 5/7 and thereof &c

Execn is Septr 18th 1769

Idem vs Grandy

77

Elijah Williams of Deerfield in ye County of Hampshire Esq pltff vs Beriah Grandy late of South Brimfield in ye County aforesd yeoman Deft in a plea of the Case for that said Beriah at Deerfield aforesd on ye 18th Day of July 1763 by his Note for Value rec promised said Elijah to pay him or his order three pounds 12/ lawful money on demand with Interest until paid &c as in the Writ. The pltff appears by Elijah Williams Junr Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court. His therefore considered by the Court that ye said Elijah recover against the said Beriah four pounds 19/11 of lawful money damages and Cost of Court taxed at two pounds 5/6 and thereof &c. Execn is 7th Septr 1769

Idem vs Alvord

78

Elijah Williams of Deerfield in ye County of Hampshire Esq pltff vs Elijah Alvord of South Hadley in ye said County yeoman Deft in a plea of the Case for that said Alvord on ye ninth day of July 1763 at Springfd by his Note for Value rec promised one Job Chamberlain to pay him or his order two pounds 9/6 lawful money on demand with Interest till paid and whereas said Job afterwards to wit on ye same day aforesd by his Indorsment ordered the payment of ye Contents of sd Note then wholly due to be made to said Williams of all which said Alvord instantly had notice so became chargeable to sd Williams and being so chargeable he then and there in consideration thereof promised ye said Williams that he would pay him ye Contents of said Note on demand &c as in ye Writ. The pltff appears by Elijah Williams Junr Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court. His therefore considered by ye Court that ye said Williams recover against the said Alvord three pounds 1/9½ of lawful money damages & Cost of Court taxed at two pounds 1/9 & thereof &c. Execn is Septr 18th 1769

Billing vs Smith

79

Fellows Billing of Sunderland in ye County of Hampshire Gent pltff vs Simeon Smith of Greenfield in said County yeoman Deft in a plea of ye Case for that sd Simeon on ye 20th Day of Octo 1763 at Sunderland aforesaid by his Note for Value rec promised sd Fellow to pay him or order three pounds 1/6 lawful money on demand with Interest till paid &c as in ye Writ. The pltff appears by Williams Billings Gent his Attr and ye Deft being three times publickly called makes default of appearance in Crt. Therefore it is considered by ye Court that ye said Fellows recover against ye said Simeon three pounds 1/7½ for lawful money damages & Cost of Court taxed at £2 11 2 11 6 thereof &c. Exn is 13th Septr 1769

Dickinson vs Wright's Admr

80

Titus Dickinson of Northfield in ye County of Hampshire Husbandman pltff vs Ebenezer Field Junr of said Northfield Cordwainer Execr of ye Last Will & Testament of Benoni Wright late of said Northfield Dec Deft in a plea of ye Case for that sd Benoni at Northfield aforesd on ye 20th Day of March 1763 then living by his Note of sd Date for Value rec promised one Nathll Dickinson to pay him two pounds of lawful money on or before ye first day of May next Ensuing with Interest and afterwards on ye 20th day of March 1763 sd Nathll by his Indorsment ordered the Contents of said Note then wholly due to be made to ye pltff of all which said Benoni instantly had notice &c as in ye Writ. The pltff being three times publickly called to come into Court & prosecute his Action is Nonsuit and ye Deft likewise defaulted and ye Action dismissed

Parsons vs Cummings

Benjamin Parsons of Charleton in ye County of Worcester yeoman pltff
Jacob Cummings of Ware in ye County of Hampshire yeoman Deft in plea
of the Case for that said Jacob at Springfield on ye 26th day of May last
by his Note of that date for Value rec promised said Benjamin to pay
him or his order two pounds 13/4 on demand with Interest sig ing Writ
The pltff appears by Joshua Upham Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Benjamin recover
against the said Jacob two pounds 14/1 of lawful mony damages &
Cost of Court taxed at two pounds 2/6 & thereof &c

Walker vs Sikes

Nathaniel Walker of Sturbridge in ye County of Worcester Gent pltff vs
Joseph Sikes of Wilbraham in ye County of Hampshire yeoman Deft in plea
of the Case for that said Joseph at Springfield on ye Eleventh day of Jany
last past by his Note of that date for Value rec promised s Nathl
to pay him thirty seven pounds 10/0 by ye first day of May then next
with Interest till paid &c as in the Writ — The pltff appears by
Joshua Upham Gent his Attr and ye Deft being three times publickly
called makes default of appearance in Court — It is therefore considered
by the Court that ye said Nathaniel do recover against ys Joseph the
Sum of twenty nine pounds 15/9 1/2 of lawful mony damages & Cost
of Court taxed at two pounds 2/0 & thereof &c — Execon is 27th Nov 77 by

Copley vs Dean

Mathew Copley of Suffield in ye County of Hampshire yeoman pltff vs
William Dean late of Windsor in ye County of Chester and Province of New
York Gentn Deft in plea of the Case for that said William at said
Suffield on ye Tenth day of Oct last past by his promissory Note in
writing under his own Hand of that date for Value rec promised ys Mathew
by the Name of Mathew Copley of Suffield in ye County of Hartford &
Colony of Connecticutt in New England to pay and deliver unto him ye
Sum of forty six ~~pounds~~ Thousand feet of good white pine timber —
meaning so much Timber as shall be judged will make forty six
Thousand Feet of good Inch Boards and to be delivered at s Windsor into
Connecticutt River with ye two first Letters of said Copleys Name well
marked on said Timber and to aid the same meaning to convey ye
same to ye place called Millers Falls in said County of Hampshire
all to be performed by ye Last day of April then next ys Copley
or his order, & ys said Mathew in fact says he has been always ready
at said Millers Falls to receive ye said Timber that s Timber at s Time &
place was well worth Twenty pounds lawful mony yet s William
tho often thereto requested hath never fulfilled his said promise to ye
pltff but unjustly neglects and refuses to do it to ye Damage of ye said
Mathew the sum of Twenty five pounds — The pltff appears by
Joseph Hawley Esq and Austin Ely Gent his Attornies and ys William by
John Worthington Esq his Attr comes and defends &c and reserving to him
self ye Liberty of pleading any special matter in Evidence under the
General Issue now pleads and says that he never promised in
manner and form as ye pltff in his declaration has alledged and
thereof puts himself on ye Country and ye pltff likewise

Thereupon the Jurors at this time according to ye form & Effect
of the Statutes in this Behalf provided returned and impanelled
being demanded likewise come here Who to say the Truth con
cerning the premises being duly sworn declare upon their Oath
that they find for ye pltff Six pounds damages & Cost of Court

It is therefore considered by the Court that ye said Mathew recover
against the said William Six pounds of lawful mony damages
and Cost of Court taxed at three pounds 12/4 and thereof &c

The said

438 Copley vs Dean

The said Mathew by one of his Attornies aforesaid viz Justinian Lyman appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for the County of Hampshire on ye fourth Tuesday of November next Ensuing the Recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said recognizance on file it appears

Isham Jun vs Cleland Jun

85

Joseph Isham Jun of Colchester in ye County of Hartford and Colony of Connecticutt Gentn pltff Thomas Cleland Jun late of Greenwich in the County of Hampshire yeoman Deft in a plea of ye Case for that said Thomas at Springfield on ye 20th Day of April 1769 by his Note of that date for Value rec promised said Joseph to pay him Nine pounds lawful money on or before ye Tenth day of Octo the next with Interest &c as in ye Writ — The pltff being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye Deft likewise defaulted and ye Action dismissed

Pynchon vs Ward

86

George Pynchon of Springfield in ye County of Hampshire Gent pltff Stephen Ward of said Springfield yeoman Deft in a plea of ye Case for that said Stephen at said Springfield on ye last day of May last being justly indebted to ye said George in the Sum of two pounds of lawful money to ballance Book Act for divers articles of Goods before that time sold to said Stephen at his special Instance & request, In consideration thereof sd Stephen then & there promised said George to pay him ye same Sum on demand — Also for yt whereas at said Springfield on ye 20th Day of Feby 1766 the sd George and said Stephen accounted together concerning divers sums of Money before that time due to sd George from sd Stephen and upon such Act stated sd Stephen was found in arrear to sd George in ye further sum of three pounds o/b lawful money and being so found in arrear said Stephen in Consideration thereof then & there undertook and to said George promised that he would pay him ye same Sum with ye Interest whenever afterwards he should be thereto required &c as in the Writ — The pltff appears by Justinian Ly Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said George recover against ye said Stephen two pounds 10/ of lawful money damages and Cost of Court taxed at one pound 8/8 and therefor &c — Execon is d 22d Sept 1769

Thomas vs Chapin

87

John Thomas of Hartford in ye County of Hartford and Colony of Connecticutt yeoman pltff vs Henry Chapin of Springfield in the County of Hampshire Gentn Deft in a plea of ye Case for that said Henry at said Springfield on ye twentieth day of June last past being justly indebted to ye pltff in sum of Eight pounds lawful money for divers Articles of Book Act there before that time sold & delivered to the said Henry at his special Instance and request according to ye Act annexed to ye Writ in Consideration thereof said Henry then and there assumed on himself and faithfully promised ye said John that he would well and truly content and pay him said Sum whenever after he should be thereto required Yet said Henry tho often thereto requested hath never paid said Sum or any penny thereof to ye pltff but hitherto hath and still doth neglect & deny to do to the damage of ye said John the sum of Nine pounds

The parties come here and humbly pray that ye Case may be continued until ye next Term and it is granted them And ye said parties have a further day &c until ye second Tuesday of November next &c

Jonathan Loomis of Springfield in ye County of Hampshire yeoman pltt vs John Mixer of Springfield yeoman Deft in a plea of ye Case for that said John at said Springfield on ye first day of May last past by his Note of that date for Value rec promised said Jonathan to pay him four pounds 4/ lawful money within six days with Interest &c as in ye Writ The pltt appears by Justin Ely Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye Jonathan recover against the said John four pounds 4/ 1d of lawful money damages and Cost of Court taxed at one pound 11/6 & there of &c Execn is 23 Octo 1769

Loomis vs Mixer 88

Joel Ely of Springfield in ye County of Hampshire yeoman pltt vs Job Smith of said Springfield yeoman Deft in a plea of ye Case for that said Job at said Springfield on ye ninth day of August 1764 by his Note of that date for Value rec promised ye pltt to pay him or order 35/ lawful money upon demand with Int; Also for that said Job at sd Springfield on ye same day of August by one other note of that date for Value rec promised ye pltt to pay him or order 35/ lawful money on demand with Interest &c as in ye Writ The pltt appears by Justin Ely Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court His therefore considered by ye Court that ye said Joel recover against the said Job four pounds 11/ of lawful money damages & Cost of Court taxed at one pound 9/6 & there of &c — Execn is 24th Sept 1769

Ely vs Smith 89

Josiah Day of Springfield in ye County of Hampshire yeoman pltf vs Luke Day Junior of said Springfield yeoman Deft in a plea of the Case for that said Luke at said Springfield on the Eleventh day of April last past by his Note of that date for Value rec promised Josiah to pay him twelve pounds lawful money within three months from ye Date of said Note with Interest from ye time of payment till paid &c as in the Writ — The pltt appears by Justin Ely Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Josiah recover against ye sd Luke twelve pounds 2/ 1d of lawful money damages and Cost of Court taxed at one pound 9/6 and there of &c — Execn is Sept 11th 1769

Day vs Day 2d 90

Robert Abercrombie of Pelham in ye County of Hampshire Gent pltf vs William English of sd Pelham yeoman Deft in a plea whereinsd Robert demands against ye said William a certain Tract of Land with ye appurtenances lying in Pelham & bounded as follows viz: the Northwest Corner of ye premises at ye South West Corner of one Elliot Grays Farm and thence running on ye South side of sd Grays Farm bounding on ye same to Greenwich Line from thence South to ye Corner dividing between its and ye Lot belonging to ye Heirs of one Andrew McFarlan Dec thence running West upon ye North Line of ye same Lott of Mr Farlanes to a point in said Line directly South of ye South West Stake of ye aforenamed Elliot Grays Farm ye premises being supposed to contain about fifty Acres And whereon sd Robert says that sd William on ye Eleventh day of July 1760 being seized of ye demanded premises in his Demesne as of Fee by his deed of Mortgage in Court to be produced for ye Consideration of fifteen pounds 15/ 0 granted and conveyed the same to said Robert to have and to hold to him upon Condition Nevertheless to be void his Heirs forever ye said William his Heirs Executors or Admrs should pay unto ye sd Robert his Heirs Execrs or Admrs all such sum or sums of Money as should become due by Virtue of a Note of hand of ye William

Abercrombie vs English 91

440

Made to said Robert of even date with said deed for payment of fifteen pounds 16/10 lawful money within six months with lawful Interest till paid &c as in the Writ — The pltt appears by Simeon Strong ~~Esq~~ his

Abercrombie vs English

Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that the said Robert recover against the Lands & premises demanded in ye and the said William do not pay or cause to be paid to ye pltt within two months Sixteen pounds 18/7 of lawful money and Cost of Court taxed at two pounds 0/10 — the said Robert may have Execution for Execution — Execution is pd for 30th Oct 1769

Newton vs Bliss

Uriah Newton of Wilbraham in ye County of Hampshire yeoman pltff Abel Bliss of sd Wilbraham yeoman Deft in a plea of the Case for that said Abel on ye 13th Day of Jany last past by his Note of that date at Springfield for value rec promised sd Uriah to pay him Seventy pounds on demand with Interest &c as in the Writ — The pltt appears by

92

Joshua Upham Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Uriah recover against ye said Abel forty four pounds 18/5 of lawful money damages and Costs of Court taxed at one pound 13/0 thereof &c — Execution is 10th Oct 1769

Warner & Ramsdell

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff at John Ramsdell of Greenwich in ye County aforesd yeoman Deft in a plea of the Case for that said John at sd Hadley on ye first day of May last being justly indebted to sd Jonathan in ye sum of Six pounds 7/7

95

lawful money to ballance Acts according to ye Acct annexed to ye Writ In Consideration thereof sd John then & there promised sd Jonathan to pay him ye same on demand &c as in the Writ — The pltt appears by Elisha Porter Gent his Attr and ~~the said John Ramsdell of Hardwick in ye County of Worcester yeoman whose Estate was attached upon ye Service of this Writ comes here by John Worthington Esq his Attr and pleads that ye Pltts Writ ought to abate because he says that at ye time of ye purchase and Service of this Writ and for ye space of Eight months next preceding he has been Commorant and dwell at said Hardwick without this that within Eight months last past he has been Commorant or dwelling in the Town of Greenwich all which he is ready to prove Wherefore ye pltts Writ is Bad and ought to abate and he be allowed his Costs and he prays Judgment accordingly~~

Thereupon ye premises being seen and by ye Court of ye Lord ye King fully understood and for that it appears to ye said Court that ye Pltts Writ is Bad and not well brought, It is therefore considered by ye sd Court that ye Pltts Writ be and it is ~~hereby~~ abated and that the said John recover against ye said Jonathan two pounds 15/10 of lawful money allowed him with his Costs for his Cost in defending ye Suit of ye sd Jonathan therefore

Billing vs Pulsey

Jesse Billing of Hatfield in ye County of Hampshire Blacksmith pltff Joseph Pulsey of Northampton in ye County aforesaid yeoman Deft in a plea of ye Case for that said Joseph at Springfield on ye Eighth day of Novr 1769 by his note of that date for value rec promised sd

96

Jesse to pay him two pounds Nineteen Shillings and nine pence lawful money and demand with Interest &c as in ye Writ.

The said Jesse being three times publickly called ~~makes default~~ & come into Court does not come and is Non suit and ye sd Joseph likewise defaulted and ye Action dismissed

Belding vs Wells

Reuben Belding of Hatfield in ye County of Hampshire yeoman pltff Noah Wells of said Hatfield yeoman Deft in a plea of ye Case for that said Noah at said Hatfield on ye thirtieth day of Jany 1769 by his Note

97

of that date for value rec promised said Reuben to pay him twenty seven pounds

pounds of lawful money on demand with Interest till paid &c as in ye Writ — The pltt appears by Thomas Bridgman Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Reuben recover against ye said Noah twenty eight pounds 8/7 of lawful money damages and Cost of Court taxed at one pound 18/0 & thereof &c — Execon is 18th Octo 1769

4/1

Belding vt Wells

Jesse Billing of Hatfield in ye County of Hampshire Blacksmith pltt vs Nathan Chapin of Ashfield in ye said County yeoman Deft in a plea of ye Case for that said Nathan at sd Hatfield on ye 24th Day of October 1769 by his note of that date for Value rec promised said Jesse to pay him four pounds 15/0 lawful money on demand with Interest till paid And also for that said Nathan on ye Last day of June last past was justly indebted to sd Jesse in a further Sum of 4/3 lawful money for sundry Articles of Acts according to ye Acct annexed to ye Writ & then & there in Consideration thereof ~~for~~ Nathan faithfully promised to pay him ye same on demand &c as in the Writ — The pltt appears by Thomas Bridgman Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Jesse recover against ye said Nathan five pounds 10/0 of lawful money damages and Cost of Court taxed at two pounds 0/4 and thereof &c

Billing vt Chapin

9d

{March 2. 1770 the sd Plaintiff acknowledgeth hath received satisfaction of this judgment in full Attest Wm Williams Clerk

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Ebenezer Bardwell of Hatfield in ye County of Hampshire Gentn pltff vs Joseph Mitchel of Ashfield in ye said County yeoman Deft in a plea of the Case for that said Joseph at sd Hatfield on ye 20th Day of Dec 1769 by his Note of that date for Value rec promised sd Ebenezer to pay him four pounds 10/0 on or before ye 20th day of May then next with Interest till paid &c as in the Writ & The pltt appears by Thomas Bridgman Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Ebenezer recover against the said Joseph four pounds 17/7 of lawful money damages and Cost of Court taxed at two pounds 1/1 and thereof &c

Bardwell vt Mitchel

9d

Execon is Dec 27th 1769

Bildad Fowler of Westfield in the County of Hampshire yeoman pltff vs Jonathan Whaples of Sandisfield in ye County of Berkshire yeoman Deft in a plea of ye Case for that said Jonathan at said Springfield on ye twelfth day of May current by his note in writing under his hand of that date for Value rec promised ye said Bildad to pay him ye sum of fifteen pounds ten Shillings and Elevenpence lawful money upon demand with Interest till paid, Yet ye sd Jonathan tho often thereto requested hath not performed his said promise But he wholly neglects it To ye Damage of ye said Bildad Seventeen pounds The pltt appears by John Phelps Gentleman his Attr and forasmuch as it appears to ye Court that ye Deft is out of the province, It is considered that ye Case be continued until ye next Term and ye said parties have a further day until ye second Tuesday of November next 1/

Fowler vt Whaples

10d

442 John Marshall of South Hadley in ye County of Hampshire Trader pltff
Marshall vs Smith — Bezaleel Smith of Springfield in said County Yeoman Deft in a plea
of the Case for that said Bezaleel at said Springfield on ye ninth day
of May 1766 by his Note of that date for Value Rec promised s John
to pay him or order 30/ lawful money on demand with Interest
And afterwards to wit on ye same day aforesaid by one other note
101 for value Rec said Bezaleel promised said John to pay him or order
12/ lawful mony on demand with Interest till paid Leaving Writ
The pltff appears by John Phelps Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said John do recover
against the said Bezaleel Two pounds 10/9 of lawful mony damages
and Cost of Court taxed at one pound 13/10 and thereof &c
Execn is 18th Octo 1769

Fowler vs Smith — Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff
Cephas Smith of Sandisfield in ye County of Berkshire yeoman Deft in
a plea of the Case for that said Cephas at Springfield on ye 18th Day of
April 1766 by his Note of that date for Value Rec promised s Bildad
102 to pay him four pounds 16/ lawful mony on demand with Interest &c Leaving Writ
The pltff appears by John Phelps Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye s Bildad recover against
the said Cephas two pounds 10/1½ of lawful mony damages and Cost
of Court taxed at one pound 17/8 and thereof &c Execn is 19th Octo 1769

Dix vs Bardwell — Moses Dix of Wethersfield in ye County of Hartford Colony of Connecticutt yeoman
pltff vs Ebenezer Bardwell late of Hatfield in ye County of Hampshire Gent Deft
in a plea of the Case for that said Ebenezer at Springfield on ye 7th Day of
103 June 1762 by his Note of that date for Value Rec promised one Samuel
Cook to pay him or order three pounds 1/9 lawful mony on demand
with Interest &c and afterwards the said Samuel by his Indorsment
ordered ye said Ebenezer to pay ye Contents of said Note then wholly due
to said Moses whereof said Ebenezer instantly had notice and in
Consideration thereof said Ebenezer promised said Moses to pay him
the same on demand &c as in the Writ — The pltff appears by John
Phelps Gent his Attr and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by ye Court that ye said Moses do recover against ye s Ebenezer four pounds 10/3½
of lawful mony damages & Cost of Court taxed at two pounds 8/2 & thereof &c
Execn is 18th Octo 1769

Palmer Jud. Judah Palmer Junr of Westfield in ye County of Hampshire yeoman pltff
vs Wood — John Wood of Southampton in s County yeoman Deft in a plea of the Case for that
said John at s Westfield on ye 27th Day of Decr 1766 by one note of that
date for value Rec promised s Judah to pay him seven pounds lawful mony
104 in three months with Interest &c and also for that s Judah at s Westfield
on ye 27th Day of Decr 1766 by one other note for value Rec promised s Judah
to pay him seven pounds within six months with Interest &c Leaving Writ
The pltff being three times publickly called to come and prosecute his
action is nonsuit and Deft Defaulted and ye Action is dismissed

Smith vs Noble — Martin Smith of Westfield in ye County of Hampshire yeoman pltff David
Noble of Pittsfield in ye County of Berkshire yeoman Deft in a plea of the Case
for that said David at s Springfield on ye last day of May last being
105 justly indebted to said Martin in ye sum of three pounds 6/9 for divers
Articles of Booth Ware according to ye Schedule annexed to ye Writ and being
so Indebted said David then and there in Consideration thereof promised
said Martin to pay him ye same on demand &c as in ye Writ — The pltff appears
by John Phelps Gent his Attr and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered by ye
Court that ye said Martin recover against ye s David three pounds 6/9 of lawful
mony damages and Cost of Court taxed at two pounds 16/7 and thereof &c
Execn is 20th Septr 1769

Bethesda Sacket of Westfield in the County of Hampshire widow pltt vs David Black of Sandisfield in y County of Berkshire Gentn Deft in a plea of y Case for that said David at Westfield on y 7th Day of July 1767 by his Note of that date for Value rec promised said Bethesda to pay her two Thousand ranhalf of Merchantable Shingles on or before y month of Feby then next And said Bethesda say y Shingles afores at Westfield afores were worth 20/ by y Thousand amounting in y Whole to 45/ &c as in the Writ

The pltt appears by John Phelps Gentn her Attn and y Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by y Court that y said Bethesda recover against y said David two pounds 5/ of lawful money damages & Cost of Court taxed at one pound 17/0 thereof &c Execn is Nov 1st 1769

443 Sacket vs Black 100

Bethesda Sacket of Westfield in y County of Hampshire Widow pltt vs Nathaniel Pease of Blandford in y County afores yeoman Deft in a plea of the Case for that y said Nathaniel at said Blandford on y 21st Day of August A D 1767 by his Note of that date for Value therec promised said Bethesda to pay pay her or order the Sum of forty four pounds 0/0 lawful money on demand with y Lawful Interest thereof till paid Yet y said Nathaniel tho often thereto requested hath not performed his said promise But he unjustly neglects it To y Damage of y s d Bethesda thirty five pounds — The pltt appears by John Phelps Gent her Attn and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Bethesda recover against y said Nathaniel twenty eight pounds 12/9½ of lawful money damages and Cost of Court taxed at one pound 14/10 and thereof &c

The said Nath by afterwards at this Term comes here by John Worthington Esq his Attn and appeals from y Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on y Fourth Tuesday of September next and he recognizes with Sureties as y Law directs for y said Nath to prosecute the appeal with Effect as by said Recognizance as on file it appears

Idem vs Pease 107

Samuel Thrall of Granville in y County of Hampshire yeoman pltt vs Samuel Hains yeoman and Jonah Phelps yeoman both of Westfield in y County afores Defts in a plea of y Case for that s d Hains & Phelps by their Joint note on y Seventeenth day of Nov 1768 at Westfield afores for Value rec promised said Thrall to pay him two pounds 7/8 lawful money on or before the fifteenth day of July then next with Interest from y Date till paid &c as in the Writ

The pltt appears by John Phelps Gent his Attorney and y Deft being three times publickly called make default of appearance in Court

It is therefore considered by y Court that y s d Thrall recover against the said Hains and Phelps two pounds 9/8½ of lawful money damages & Cost of Court taxed at one pound 18/4 thereof &c Execn is 18th Oct 1769

Thrall vs Phelps 108

Jonathan Preston of Lyfield in y County of Hampshire yeoman pltff vs John Hosford of Pittsfield in y County of Berkshire yeoman Deft in a plea of y Case for that said John at Pittsfield afores on the thirteenth day of March last past by his Note of that date for Value rec promised said Jonathan to pay him four pounds at or before the first day of May then next with Interest from time of payment till paid &c as in the Writ — The pltt appears by John Phelps Gent his Attorney and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Jonathan recover against y s d John four pounds 1/6½ of lawful money damages & Cost of Court taxed at one pound 19/8 and thereof &c Execn is 1st Nov 1769

Preston vs Hosford 109

144

Leonard vs Winchel

Daniel Leonard of Springfield in ye County of Hampshire yeoman pltff
John Winchel of said Springfield yeoman Deft in a plea of Trespass upon
ye Case for that said John at sd Springfield on ye 24th Day of March 1769
by his Note of that date for Value rec'd promised said Daniel to pay
him Sixteen pounds 16/11 on demand with Interest &c as in ye Writ
The parties come here by their Council and humbly pray that
the case may be continued until the next Term and it is granted them
and the said parties have a day &c until ye second Tuesday of
Nov next Ensuing

Pettebone vs Hains

Ozias Pettebone of Simsbury in ye County of Hartford and Colony of
Connecticutt Gentn pltff vs Samuel Hains of Westfield in ye County of
Hampshire yeoman Deft in a plea of ye Case for that s Samuel at Westfield
on ye last day of July last past being indebted to ye pltff in ye sum of
three pounds 13/10 for sundry Articles of Cloth according to ye Schedule
annexed to ye Writ said Samuel in Consideration thereof promised ye
pltff to pay him ye same on demand &c as in the Writ
The pltff appears by John Phelps Gentn his Attn and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye sd Ozias recover against
the said Samuel three pounds 13/10 of lawful mony damages & Cost
of Court taxed at one pound 18/8 & thereof &c Execn is 18th Oct 1769

Brewer vs Colton

Charles Brewer of Springfield in ye County of Hampshire yeoman pltff vs
Charles Colton of sd Springfield yeoman Deft in a plea of ye Case for that
said Colton at said Springfield on ye Eighth day of March 1766 by his
Note of that date for Value rec'd promised ye pltff to pay him three
pounds within one month from ye Date thereof with lawful Interest
for ye same from ye time of payment till paid, Yet said Colton tho often
requested tho often requested hath not paid sd Brewer ye same or any
penny thereof But neglects and refuses to do it To ye Damage of ye said
Brewer four pounds — The pltff appears by Moses Bliss Gentn his
Attn and ye Deft being three times publickly called makes default of
appearance in Court, It is therefore considered by ye Court that ye sd
Brewer recover against ye said Colton three pounds 12/3½ of lawful mony
damages and Cost of Court taxed at one pound 8/8 and thereof &c
The sd Charles Colton afterwards comes here at this Term in his proper person
and appeals from ye Judgment of this Court to ye Superiour Court of
Judicature to be holden at Springfield in and for ye County of Hampshire
on ye fourth Tuesday of September next Ensuing And he recognizes with
Sureties as ye Law directs for his prosecuting ye appeal with Effect as
by said recognizance as on file it appears

Usworth vs Wait

Nathaniel Usworth of East Windsor in ye County of Hartford & Colony of Connecticutt
yeoman pltff vs Benjamin Wait Junr of Springfield in ye County of Hampshire
yeoman Deft in a plea of ye Case for that said Benja at Springfield on ye
first day of August 1767 by his note of that date for Value rec'd promised
sd Nathll to pay him ten pounds 16/ on demand with Interest &c as in ye Writ
The pltff appears by Moses Bliss Gentn his Attn and ye Deft being three times
publickly called makes default of appearance in Court &c It is therefore
considered by ye Court that ye said Nathll recover against ye sd Benja Eleven
pounds 12/3½ of lawful mony damages & Cost of Court taxed at one pound
14/8 and thereof &c — Execn is 22d Septr 1769

McKingstry vs Newton

John McKingstry of Springfield in ye County of Hampshire Clerk pltff vs
Francis Newton of Granby in said County yeoman Deft in a plea of ye
Case for that said Francis at sd Springfield on ye 18th Day of April
1767 by his Note of that date for Value rec'd promised sd John to pay
him Six pounds 13/11 on demand with Interest &c as in ye Writ
The pltff appears by Moses Bliss Gentn his Attn and ye Deft being three
times publickly called makes default of appearance in Court It is
therefore considered by ye Court that ye said John recover against sd Francis
Seven pounds 13/3½ of lawful mony damages and Cost of Court taxed at
one pound 12/10 and thereof &c — Execn is 18th Oct 1769

445

John Isham of East Windsor in ye County of Hartford in ye Colony of Connecticut yeoman pltt vs Reuben Taylor and Oliver Taylor both of South Hadley in ye County of Hampshire yeomen Defts in a plea of ye Case for that said Reuben and Oliver at Springfield on ye fourth day of April 1769 by their note of that date for Value rec promised said John to pay him Ten pounds lawfull money worth of good Rum Sugar or Molasses at money price to be delivered at ye house of John Jones of Hartford on or before ye first day of Octo then next with Interest after said time of payment till paid &c as in ye Writ — The pltt appears by Moses Bliss Esq his Attr and ye Deft being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said John do recover against ye said Reuben and Oliver ten pounds 10 £ of lawfull money damages and Cost of Court taxed at one pound 18/ 8 thereof &c Exit in 22d Septr 1769

Isham vs Taylor &c

WC

Allyn Stillman of Wethersfield in ye County of Hartford & Colony of Connecticutt yeoman pltt vs Elijah Leonard of Springfield in ye County of Hampshire yeoman Deft in a plea of ye Case for ye said Elijah at said Springfield on ye fifth day of August 1769 by his Note of that date for Value rec promised s Allyn to pay him five pounds lawful money whenever he should be thereto required with Interest till paid &c as in ye Writ — The pltt appears by Moses Bliss Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Allyn recover against ye said Elijah four pounds 2 £ 8 s of lawful money damages & Cost of Court taxed at one pound 18/10 thereof &c — Exit on 22d Septr 1769

Stillman vs Leonard

WJ

Moses Bliss of Springfield in ye County of Hampshire Esq pltt vs Robert Work of Hardwick in ye County of Worcester yeoman Deft in a plea of ye Case for that said Robert at said Springfield on ye 21st Day of August 1769 by his Note of that date for Value rec promised s Moses to pay him 7 £ 3 s 4 d on demand with Interest & also for that s Robert at said Springfield on the twenty first day of April 1769 by his Note of that date for Value rec promised said Moses to pay him 30 s by ye twentieth day of August then next with Interest till paid And also for that said Robert there at said Springfield on ye same day of said April by his other note of that date for Value rec promised said Moses to pay him 30 s by the same twentieth day of August last past with Interest till paid, And also for that said Robert there at said Springfield on said Day of said april by his other note of that date for Value rec promised said Moses to pay him 14 s by ye twentieth day of s d August with Interest &c as in ye Writ The pltt appears in his proper person and ye Deft being three times publickly called makes default of appearance in Court wherefore it is considered by ye Court that ye said Moses recover against ye s d Robert four pounds 12 s 6 d of lawful money damages & Cost of Court taxed at one pound 13/10 thereof &c — Exit on 29th Septr 1769

Bliss Esq vs Work

WG

Simeon Dewey of Springfield in ye County of Hampshire yeoman pltt vs Moses Prentice of Belchertown in ye County aforesaid yeoman Deft in a plea of ye Case for that said Moses at said Springfield on ye twenty sixth day of January last past by his Note of that date for Value rec promised said Simeon to pay him two pounds lawful money on demand with Interest &c as in the Writ

The pltt appears by Moses Bliss Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye s d Simeon recover against ye s d Moses two pounds 12 s 8 d of lawful money damages and Cost of Court taxed at one pound 11 s 8 thereof &c — Exit on 29th Septr 1769

Dewey vs Prentice

WO

446 John Worthington Esq Charles Pynchon Physician Jonathan Dwight
Shopkeeper and Elizabeth Dwight Gentlewoman all of Springfield
Dwight Exr in ye County of Hampshire Executors of ye last will & Testament
Exrs vs of Josiah Dwight Esq late of said Springfield Dec pltts vs Benjamin
Bond Bond of Brimfield in ye County aforesd yeoman Deft in a plea
of the Case for that said Benjamin at said Springfield on ye twenty
sixth day of May 1766 by his note of that date for Value rec promised
Yt said Josiah then living to pay him two pounds lawfulmony
in three months with Interest till paid, And also for that said
Benjamin at said Springfield on ye 6th Day of sd May by his
other note of that date for Value rec promised sd Josiah then living
to pay him two pounds lawf within six month with interest having that
The pltts appears by Moses Bliss Esq their Attr and ye Deft being
three times publickly called makes default of appearance in
Court it is therefore considered by ye Court that ye said John, Charles
Jonathan and Elizabeth Executors as aforesd recover against the sd
Benjamin five pounds 16s 2d of lawful mony damages & cost
of Court taxed at one pound 12s 7d & there of &c Execon is 22d Sept 1769

Brech Robert Brech of Northampton in ye County of Hampshire Gent
vs pltt vs Isaac Cotton of Palmer in ye County aforesd Gentn Deft in a plea
Cotton of the Case for that said Isaac at sd Springfield on ye twenty seventh
day of August 1763 by his Note of that date for Value rec promised
Yt he said Robert to pay him six pounds lawful money on demand with
Interest till paid &c as in ye Writ — The pltt appears by Moses
Bliss Esq his Attr and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by ye Court that ye said Robert recover against ye sd Isaac Seven pounds 8s 10d
lawfulmony damages and Cost of Court taxed at one pound 16s 7d there of &c
Execon is 18th Octo 1769

Bliss Jedediah Bliss of Springfield in ye County of Hampshire Gentn pltt vs
vs Jabez Hancock of said Springfield yeoman Deft in a plea of ye Case
Hancock for that said Jabez at said Springfield on ye Sixteenth day of April
1763 by his Note of that date of that date for Value rec promised
Yt he said Jedediah to pay him three pounds lawful mony on demand
with Interest till paid &c as in ye Writ — The pltt appears by
Moses Bliss Esq his Attr and ye Deft being three times publickly
called makes default of appearance in Court — It is therefore
considered by ye Court that ye said Jedediah recover against ye said
Jabez four pounds 2s 10d of lawful mony damages and Cost of Court
taxed at one pound 6s 7d there of &c — Execon is 3d July 1770

Sanderson Rebecah Sanderson of Springfield in ye County of Hampshire Spinster
vs pltt vs George Pynchon of said Springfield Gentn Administrator of
Harmons Adm all & singular the Goods & Chattels rights and Credits which were John
Harmons late of said Springfield Dec Deft in a plea of ye Case for that
Yt said John at said Springfield on ye tenth day of April last past
was Justly indebted to ye said Rebekah in ye sum of Eighty four pounds
6s 4d lawful mony according to ye Act annexed to ye Writ for Labour
and Service there before that Time done & performed by her the said
Rebekah for him ye said John at his special Instance and request
Yt in Consideration thereof said John Harmon then living promised
said Rebekah to pay her the same whenever after he should be thereto
required — And also for that whereas ye said Rebekah at ye special
Instance and request of him ye said John at Springfield aforesaid
on ye same Tenth day of said April had before that Time done & performed
other Work and Service for him ye said John than that in Act before mentioned
contained and had served him other twelve years & two months in
Consideration

Consideration thereof he ye said John in his Life Time then & there promised the said Rebekah to content and pay her so much money as she deserved to have therefor and the said Rebekah in fact says she deserved to have for her said Labour and Service last mentioned one other sum of Eighty four pounds lawful money whereof he he ye said John then and there instantly had notice & ffor ye said Rebekah yet said John tho' often thereto requested hath not paid s'd Rebekah either of said Sums or any penny whilst he lived neither hath ye s'd George since ye Death of ye said John ever paid said Rebekah either of said Sums or any penny thereof tho' often thereto requested but he hitherto hath and still neglects and refuses to pay him the same Tort Damage of ye said Rebekah one hundred & Seventy pounds

The ptt by Moses Bliss Esq her Att' and ye Deft in his proper person now come here and refer this Case to ye final determination and Award of Messieurs Jonathan White John Morgan & Phineas Chapin all of Springfield aforesd or any two of them (Arbitrators mutually Elected by ye said parties) to be made upon ye premises and returned into this Court so soon as may and ye s'd parties have a day before the Lord ye King until ye second Tuesday of November next

4457

Sandborn vs Harmon Adm'

Phinehas Stedman of Springfield in ye County of Hampshire yeoman ptt vs Charles Cotton of Springfield aforesd yeoman Deft in a plea of the Case for that said Charles at said Springfield on ye first day of July last past was justly indebted to said Phinehas in the Sum of 5 s/ for ye hire of his Horse a Journey according to ye Act annexed to ye Writ in consideration thereof said Charles then and there promised said Phinehas to pay him ye same on demand Yet said Charles tho' often thereto requested hath not paid said Phinehas ye same or any penny thereof But neglects and refuses to pay him ye same Tort Damage of said Phinehas the sum of three pounds

The before named Persons come here in their proper persons and refer the Case to Messieurs Abner Smith, Luke Bliss and Moses Church all of Springfield aforesaid or any two of them (arbitrators mutually Elected by ye said parties) whose determination and award or that of any two of them to be made upon ye premises and returned into this Court so soon as may be, is to be final — And ye s'd parties have a day before ye Lord ye King until ye second Tuesday of Nov next Ensuing

Stedman vs Cotton

N.B.

Thomas Colton of Springfield in ye County of Hampshire yeoman ptt vs Charles Colton of said Springfield yeoman Deft in a plea of ye Case for that said Charles at said Springfield on ye thirteenth day of June 1765 by his Note of that date for Value rec'd promised s'd Thomas to pay him Twenty pounds lawful money in one month from ye date thereof. Yet said Charles tho' often thereto requested hath not paid said Thomas ye same or any penny thereof But hitherto hath and still neglects & refuses to pay him ye same Tort Damage to ye said Thomas Twenty pounds — The ptt appears by Moses Bliss Esq his Att' and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Thomas recover against ye said Charles Ten pounds of lawful money damages & Cost of Court taxed at one pound 9 s/ 10 d/ thereof &c

Colton vs Colton

N.B.

The said Charles afterwards at this Term comes here in his proper person and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by s'd recognizance on file it appears

144

Church vs Bates

Nd

Moses Church of Springfield in ye County of Hampshire yeoman pltt vs Thomas Bates of said Springfield yeoman Deft in a plea of the Case for that said Thomas at said Springfield on ye twelfth day of Octo last past by his Note of that date for Value rec promised Charles to pay him or his order Twenty five pounds lawfulmony on demand with Interest till paid And afterwards on ye same day of said Octo at said Springfield no part of said Note having been paid by said Thomas to said Charles he ye said Charles assigned ye same note over to ye said Charles and by his indorsment ordered him ye said Thomas to pay ye Contents of said Note to said Moses or his order of all which said Moses then & there instantly gave said Thomas notice by reason of all which said Thomas became chargeable to pay ye Contents of ye same note to s^d Moses in Consideration said Thomas promised said Moses to pay him the Contents thereof accordingly on demand &c as in the Writ

The pltt appeared by Moses Bliss Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Moses recover against ye said Thomas twenty six pounds 7/1 of lawful money damages and Cost of Court taxed at one pound 8/4 & thereof &c

Execon is 22 Sept 1769

Worthington & al vs Chapin

Nd

John Worthington Esq Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth Dwight widow & Gentlewoman pltts vs Miriam Chapin of said Springfield Gentlewoman Deft in a plea of the Case for that said Miriam at said Springfield on ye 21st Day of July 1766 by her note of that date for Value rec promised s^d Josiah then living to pay him Fourteen pounds 13/5 on demand with Interest &c as in the Writ — The pltts appear by Moses Bliss Esq their Att^y and the Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John, Charles, Jonathan & Elizabeth recover against ye s^d Miriam fifteen pounds 18/0½ of lawful mony damages and Cost of Court taxed at one pound 9/4 and thereof &c

Hills vs Strong

Nd

John Hill of East Windsor in ye County of Hartford in ye Colony of Connecticut Yeoman pltt vs Aaron Strong of Springfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Aaron at s^d Springfield on ye 10th Day of March last past by his note of that date for Value rec promised said John to pay him three pounds 10/ lawfulmony on demand with Interest till paid &c as in ye Writ

The pltt appears by Moses Bliss Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye s^d John recover against the said Aaron four pounds 0/2 of lawful mony damages & Cost of Court taxed at one pound 14/2 & thereof &c Execon is 22 Sept 1769

Pynchon vs Bliss 2d

130

George Pynchon of Springfield in ye County of Hampshire Gent pltff vs Samuel Bliss ye second of s^d Springfield yeoman Deft in a plea of ye Case for that said George & said Samuel at s^d Springfield on ye 28th day of August 1769 accounted together concerning divers sums of mony before that time due to s^d George and upon such Acct stated s^d Samuel was found in arrear to said George in ye Sum of 58/2 said Samuel then & there in Consideration thereof by his certain writing promised s^d George to pay him ye same on demand with Interest till paid &c as in the Writ

The pltt appears by Moses Bliss Esq his Att^y and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ~~ye said Court that~~ ye s^d George recover against ye said Samuel three pounds 13/3 of lawful mony damages & Cost of Court taxed at one pound 9/3 & thereof &c Execon is 22 Sept 1769

George Lynchon of Springfield in ye County of Hampshire Gent pltff vs Jabez Hancock of said Springfield yeoman Deft in a plea of ye Case for that ye said Jabez at said Springfield on ye fifteenth day of April 1763 by his Note of that date for Value rec'd promised ye said George to pay him twelve shillings one penny half penny on demand with Interest till paid And also for that said ~~George~~ Jabez at ye Springfield on ye Eighth day of November 1764 by his Note of that date for Value rec'd promised said George to pay him 19/6 money on demand with Interest till paid and also for that said Jabez at ye Springfield on ye 31st Day of August 1765 by his other note of that date for Value rec'd promised said George to pay him seven shillings & six pence mony on demand with Interest till paid &c as in ye Writ

The pltff appears by Moses Bliss Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Jabez two pounds 10/11 1/4 of lawful mony damages and Cost of Court taxed at one pound 6/11 and thereof &c

Execon is 22d Septr 1769

Lynchon vs Hancock

131

George Hitchcock of Springfield in ye County of Hampshire Gent pltff vs Daniel Lamb of said Springfield yeoman Deft in a plea of ye Case for that said Daniel at said Springfield on ye thirteenth day of April 1762 by his Note of that date for Value rec'd promised said George to pay him thirty two pounds 0/0 lawful mony on demand with Interest &c as in ye Writ

The pltff appears by Moses Bliss Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against the said Daniel forty pounds 11/6 of lawful mony damages & Cost of Court taxed at one pound 0/11 & therefor &c ~ Execon is 22d Septr 1769

Hitchcock vs Lamb

132

Benjamin Ely of Springfield in ye County of Hampshire yeoman pltff vs Ebenezer Seaver of Cambridge in ye County of Middlesex Husbandman Deft in a plea of ye Case for that said Ebenezer on ye fourth day of April last past at Springfield aforesd by his Note of that date for Value rec'd promised said Benjamin to pay him Eleven pounds 11/2 1/2 lawful money with Int till paid &c as in ye Writ ~ The pltff appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by ye Court that ye said Benjamin recover against ye said Ebenezer Eleven pounds 19/11 of lawful money damages & Cost of Court taxed at two pound 3/6 and thereof &c Exon is Septr 22d 1769

Ely vs Seaver

134

George Lynchon of Springfield in ye County of Hampshire Gent pltff vs Benjamin Colton of said Springfield yeoman Deft in a plea of Ejectment wherein he demands against ye said Benjamin Colton a Messuage and Tract of Land in Springfield aforesd containing about two Hundred and thirty Acres being the dwelling House and Farm adjacent whereon said Benjamin lately dwelt and called ye said Benjamins Farm, Also all ye Lands which on ye 22d day of March 1763 belonged to said Benjamin being in ye second or middle division of ye outward commons on ye East side of Connecticutt river in Springfield aforesd where said Benjamin then dwelt which he was then in possession of with ye House thereon &c ye same Lands in Quantity more or less bounded as by Sundry deeds thereof together with ye Grants thereof as on Record may appear with their appurtenances And whereupon ye said George says that said Benjamin being seized of ye Messuage Farm Lands and Tenements aforesaid with their Appurtenances on ye 22d day of March

Lynchon vs Colton

135

450

March 1763 at said Springfield by his deed of that date in Court to be produced for ye Consideration of Ninety nine pounds granted and conveyed ye same to ye said George &c as in the Writ

Pynchon vt Colton

The pltt appears by Jonathan Bliss Gent his Attn and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Benjamin the sum of one Hundred thirty seven pounds of lawful money Debt ~~and Costs of Court taxed at one pound~~ ~~parcels to be paid~~ not the lands and Tenements demanded with ye appurtenances by ye said Benjamin to the said George within two months ~~otherwise~~ the pltt may have his Execn for ~~recovery~~ the Tenements demanded &c and ~~thereof he may have execn~~ for Costs taxed at £1.10.0

Hom vt Hitchcock 13/

George Pynchon of Springfield in ye County of Hampshire Gent pltt vs Ebenezer Hitchcock of said Springfield yeoman Deft in a plea of ye Case for that said Ebenezer on ye 25th Day of June 1760 at Springfield aforesd by his Note for Value rec promised ye George to pay him or order five pounds 6/8 lawful money on demand with Interest till paid &c as in ye Writ &c The pltt appears by Jonathan Bliss Gent his Attn and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Ebenezer five pounds 13/1 1/2 of lawful money damages and Cost of Court taxed at one pound 8/10 thereof &c

Execn is 22d Sept 1769

Dwight Exr vs Cutler 13/

John Worthington Esq Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth Dwight Widow all of Springfield in the County of Hampshire Executors of ye last Will and Testament of Josiah Dwight late of Springfield aforesd Esq Dec pltts vs David Cutler of Greenwich in ye County aforesaid yeoman Deft in a plea of ye Case for that ye said David on the thirtieth day of August last past at Springfield aforesaid by his Note of that date for Value rec promised said Josiah then living to pay him or order 10/ lawful money on demand with Interest till paid, And also for that said David on ye Eleventh day of May last past at said Springfield by his other note for Value rec promised said John, Charles, Jona and Elizabeth to pay them as Executors of ye last Will and Testament of said Josiah Dec or order the sum of two pounds 10/0 lawful money on or before the Tenth day of June then next with Interest for ye same from that time till paid &c as in ye Writ

The pltts appear by Jonathan Bliss Gent their Attn and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Executors recover against ye said David three pounds 6/8 of lawful money damages and Cost of Court taxed at one pound 12/0 and thereof &c

Execn is Sept 11th 1769

Williston vs Andrews 13/

Thomas Stebbins Williston of Springfield in ye County of Hampshire yeoman pltt vs Thomas Andrews of Ware in ye County aforesd yeoman Deft in a plea of ye Case for that said Andrews on ye 2 8th day of August 1767 at Springfield aforesd by his Note for Value rec promised said Williston to pay him or order three pounds lawful money in six months with Interest &c also for that said Andrews on ye 29th Day of August last by his other note for Value rec promised ye pltt to pay him or order 33/ lawful money on demand with Interest till paid And also for that said Andrews on ye same day by his other note for Value rec promised ye pltt to pay him 33/ like money on demand with Interest &c as in ye Writ &c

The pltt appears by Jonathan Bliss Gent his Attn and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Williston recover against ye said Andrews three pounds 14/3 of lawful money damages & Cost of Court taxed at one pound 11/0 thereof &c Execn is 10th Oct 1769

George Hitchcock of Springfield in ye County of Hampshire yeoman
pltt vs Oliver Gaylord of South Hadley in ye said County yeoman Deft
in a plea of ye Case for that said Oliver on ye sixth day of March last
past at Springfield aforesd by his Note of that date for value rec
promised said George to pay him two pounds 0/0 lawful money
worth of Logs or Boards by ye first day of June then next with
Interest till paid &c as in ye Writ — The pltt appears by
Jonathan Bliss Gent his Attr and ye Deft being three times
publickly called makes default of appearance in Court. It is
therefore considered by ye Court that ye said George recover against
the said Oliver two pounds 0/7/4 of lawful money damages
and Cost of Court taxed at one pound 10/0 and thereof &c
Exon id 11th Sept 1769

Hitchcock vt Gaylord

1.39

Oliver Gaylord of South Hadley in ye County of Hampshire yeoman
pltt vs Elijah Alvord of ye South Hadley yeoman Deft in a plea of ye
Case for that said Elijah on ye third day of April last past at
Springfield by his Note for value rec promised said Oliver to
pay him three pounds lawful mony on demand with Interest &c
The pltt appears by Jonathan Bliss Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Oliver recover
against ye said Elijah three pounds 1/5 of lawful mony damages
Cost of Court taxed at one pound 15/0 thereof &c Exon id 9th Sept 1769

Gaylord vt Alvord

1.40

George Hitchcock of Springfield in ye County of Hampshire yeoman pltff
Phineas Rice of Brimfield in ye County aforesd Gent & Phebe his wife
Executrix of ye Last will and Testament of Nathan Collins late of said
Brimfield yeoman Decd Defts in a plea of ye Case for that sd Nathan
in his Life Time on ye 12th day of November 1761 at Springfield aforesaid
was indebted to ye said George in ye Sum of Eleven pounds 11/0/0 lawful
money to ballance Acct according to ye Acct annexed to ye Writ being
so Indebted said Nathan ~~said Nathan~~ in Consideration ~~that said~~
~~George~~ thereof promised said George to pay him ye same onde
mand And also for that said Nathan in his Life Time at Brimfield
on ye same day in Consideration that said George at ye special
Instance of said Nathan would deliver to Nathan other 3# 1/2 of
Deers Leather to be merchandized by him said Nathan for ye Benefit
of ye said George & to be accounted for by said Nathan on demand
said Nathan then and there promised sd George that he sd Nathan
would sell ye same Deers Leather for ye profit of said George & render
an Acct thereof to said George on demand, And also for that said
Nathan in his Life Time on ye same day in his Life Time at said
Brimfield in Consideration that said George would at ye special
Instance of said Nathan deliver to him 3# 1/2 of Deers Leather to be
Merchandized by him ye sd Nathan for ye profit of ye sd George for him
Reward to be paid by said George to sd Nathan to be accounted for by said
Nathan on demand he ye said Nathan promised said George that he
the said Nathan would sell ye same Deer Leather for ye Benefit of sd George
and render him an Acct thereof on demand &c as in ye Writ &c
The pltt appears by Jonathan Bliss Gent his Attr and ye Deft being
three times publickly called makes default of appearance in Court.
It is therefore considered by the Court that ye said George recover
against ye said Phineas and Phebe Executors as aforesaid the sum
of Eleven pounds 11/0/0 of lawful money damages and Cost of
Court taxed at one pound twelve shillings and four pence and
thereof he may have his Execution — Exon id 11th Sept 1769

Hitchcock vt Collins Exx

1.41

452

Hitchcock vs Rugg

George Hitchcock of Springfield in ye County of Hampshire yeoman pltt vs John Rugg of South Hadley in ye said County yeoman Deft in a plea of the Case for that said John on ye 18th Day of May last past at Springfield aforesd by his Note of that date for Value recd promised said George to pay him Seven pounds 0/1 lawful money by ye 15th day of June then next with Interest till paid &c as in the Writ

The pltt appears by Jonathan Bliss Gentn his Attv & ye Deft being three times publickly called makes default of appearance in Court

142 It is therefore considered by ye Court that ye said George recover against the said John three pounds 0/7 6/11 of lawful money damages & Cost of Court taxed at one pound 10/1 thereof &c Execn is 11th Septr 1769

Bliss vs Glover

Luke Bliss of Springfield in ye County of Hampshire Gentn pltt vs Samuel Glover of Wilbraham in ye County aforesd yeoman Deft in a plea of the Case for that said Samuel on ye 29th day of August last at Springfield aforesd by his note for Value recd promised said Luke to pay him Six pounds 10/1 lawful money on demand with Interest &c as in ye Writ

143 The pltt appears by Jonathan Bliss Gentn his Attv & ye Deft being three times publickly called makes default of appearance in Ct

It is therefore considered by ye Court that ye said Luke recover against the said Samuel Six pounds 13/11 of lawful money damages & Cost of Court taxed at one pound 10/0 thereof &c Execn is 11th Septr 1769

Mom vs Lamb

Luke Bliss of Springfield in ye County of Hampshire Gentn pltt vs Daniel Lamb of said Springfield yeoman Deft in a plea of ye Case for that said Daniel on ye ninth day of Feby 1767 at said Springfield by his Note of ye date for Value recd promised said Luke one Lewis Bliss then of said

144 Springfield now dec to pay them Eleven pounds 10/0 of lawful money on demand with Interest till paid, and also for that said Daniel on ye first day of July instant at Springfield aforesaid being indebted to said Luke in ye Sum of Six pounds 20/16 like money to ballance Acts according to ye Act annexed to ye Writ said Daniel in Consideration thereof promised said Luke to pay him ye same on demand &c as in ye Writ

The pltt appears by Jonathan Bliss Gentn his Attv and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Luke recover against the said Daniel Twenty pounds 4/11 3/4 of lawful money damages & Cost of Court taxed at one pound 8/1 thereof &c Execn is Septr 11th 1769

Hitchcock vs Pynchon

George Hitchcock of Springfield in ye County of Hampshire yeoman pltff vs George Pynchon of said Springfield Gentn Deft in a plea of the Trespass on the Case for that the said George Pynchon on ye 21st Day of July instant at Springfield aforesaid being indebted to ye said George Hitchcock in ye Sum of two

145 Hundred and two pounds 18/1 lawful money for twenty eight Oxen there before that time sold and delivered to the said George Pynchon by ye said George Hitchcock at ye special instance and request of ye said George Pynchon and being so indebted he ye said George Pynchon then and there in Consideration thereof promised ye said George Hitchcock to pay him ye same on demand, And also for that ye said George Pynchon there afterwards on ye same day being indebted to ye said George Hitchcock in ye further Sum of Twenty pounds like money for sundry other Goods, Wares and Merchandizes then and there sold and delivered to him and for Work Labour & Service there before that Time done and performed by ye said George Hitchcock for ye said George Pynchon at his like special Instance & request he ye said George Pynchon then and there in Consideration thereof promised ye said George Hitchcock to pay him ye same on demand And also for that the said George Pynchon there afterwards on ye same day being indebted to ye said George Hitchcock in ye further sum of two Hundred pounds like money for so much money of the said George Hitchcock by ye said George Pynchon for ye use of ye said George Hitch-

Hitchcock vs Pynchon

There before that Time had & Recd he ye said George Pynchon then & there in Consideration thereof promised ye said George Hitchcock to pay him the same Sum on demand, And also for that ye said George Pynchon there afterwards on ye same day being indebted to ye said George Hitchcock in another Sum of two Hundred pounds like money for so much money by ye said George Hitchcock for ye said George Pynchon & to his use at his like special Instance and Request there before that Time paid, laid out and Expended he the said George Pynchon then and there in Consideration thereof promised ye said George Hitchcock to pay him ye same on demand, Yet ye said George Pynchon tho often requested hath not paid ye several sums aforesaid nor either of them nor any thereof But he neglects & Refuses to do it — To ye Damage of ye Pltf George Hitchcock the sum of Three Hundred pounds

The pltf appears by Jonathan Bliss Gentn and ye Deft comes here into Court and humbly prays that ye Case may be continued until ye next Term for want of a material Witness and it is granted him and ye Case is continued until ye next Term and ye said parties have a further day &c until ye Second Tuesday of November next Ensuing

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Chapin Appt vs Chapin Apl

Abel Chapin ye Younger of Springfield in ye County of Hampshire Husbandman Appt vs Seth Chapin of said Springfield, appellee from the judgment of Moses Bliss Esq one of his Majesty's Justices of the peace for the County of Hampshire rendered by him at a trial of an Action before him on the 20 of ye 28th Day of August 1769 wherein the said Seth was pltf and ye said Abel Deft in a plea of Trespass for his the said Abel with force and Arms Hunting & Chasing ye Cattle to wit two Oxen, three Cows & three Steers of ye pltf by his & with his Dogs driving them into ye Water in Chicobie River & keeping them in ye Water there swimming them about several Hours pelting them with Stones Clubs and Sticks and greatly worrying and Fatiguing them all so that each of them was thereby made worse the sum of 1£ and breaking ye Shoulder of one of said Steers of ye Value of 30/ so that he was thereby wholly spoiled and made useless and many other Enormities doing against ye Pltf contrary to Law against ye Kings peace to ye damage of the pltf forty Shillings — At which Trial ye pltf appeared in his proper person and the Deft came by his Guardian Ephraim Chapin & being admitted to defend said Abel in this Action and pleaded reserving Liberty of giving any special matter in Evidence under ye General Issue that he is not guilty in manner and form as the pltf hath alledged and thereof prayed Judgment and ye pltf likewise whereupon ye parties were fully heard with their Allegations and it appeared to ye Justice that said Abel is guilty of ye Trespass complained of in part that is to say of Chasing Worrying &c and as to ye residue of ye Trespass ye said Abel is not guilty whereupon it was considered by ye Justice that the said Seth should recover against ye Abel ye lawful money damages and Cost of Suit taxed at 22/ 9d the after which said Abel by his Guardian aforesd appealed from ye Judgment of said Justice to this Court and Entered into bonds to prosecute &c — And ye said parties now come here by their respective Attornies and refer the Case to ye final determination and Award of Mr Seurs Nathaniel Brewer John Morgan & Reuben Bliss all of said Springfield or any two them Arbitrators mutually chosen by ye Parties & to be made upon ye premises and returned into this Court so soon as may be, And the said parties have a day before the Lord the King here until the second Tuesday of November next Ensuing

454 George Pynchon of Springfield in y County of Hampshire Gent pltff
Pynchon vs Benjamin Jones of said Springfield yeoman Deft in a plea of y Case
Jones for that ~~said~~ whereas at said Springfield on y first day of August
~~1769~~ y by said Benjamin and George accounted together for several
sums of money from said Benjamin before that time due to y pltff
then being in arrear upon that acct said Benja was found in
Wd arrear to y pltff in y sum of Ten pounds 13/11 being so found in
arrear said Benja afterwards on y same day of August in consideration
therefore and to y pltff promised that he y said Benjamin y same
sum of Ten pounds 13/11 to y pltff whenever he should be afterwards
requested would ~~pay with~~ y lawful Interest till paid &c as in y Writ
The pltff appears by John Worthington Esq his Attn & Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said George recover
against y said ~~George~~ Benjamin Eleven pounds 1/0 3/4 of lawful
money damages & Cost of Court taxed at one pound 9/1 & therefor &c
Execn is 23 Sept 1769

Averell John Averell of Westminster in y County of Cumberland & Province
vs of New York yeoman pltff vs Elijah Alvord of South Hadley in y County
Alvord of Hampshire yeoman Deft in a plea of the Case for that said Elijah
at Springfield on y 17th Day of May 1769 by his note of that date for
149 Value rec promised said John to pay him sixteen pounds lawful
money by y first day of May then next with Interest &c as in y Writ
The pltff appears by John Worthington Esq his Attn and y Deft being
three times publickly called makes default of appearance in Court
It is therefore considered by y Court that y said John recover
against y said Elijah Seventeen pounds 1/11 of lawful money damages
and Cost of Court taxed at two pounds 11/11 and therefor &c
Execn is 20th Oct 1769

Pynchon George Pynchon of Granville in y County of Hampshire yeoman pltff vs
vs Samuel Sage of Sandisfield in y County of Berkshire yeoman Deft
Sage in a plea of y Case for that said Saml at Springfield on y 15th Day of
August last past by his Note of that date for Value rec promised
150 George to pay him y Value of six pounds in fat Cattle on or before
the Tenth day of Oct then next with Interest from y time of payment
till paid &c as in y Writ — The pltff appears by John Worthington
Esq his Attn and y Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by y
Court that y said George recover against y said Samuel three pounds 13/4
lawful money damages & Cost of Court taxed at one pound 19/10 & therefor &c
Execn is 20th Oct 1769

Eastman William Eastman of Granby in y County of Hampshire yeoman pltff
vs Joseph Hillyard of South Hadley in said County yeoman Deft in a plea
Hillyard of the Case for that said William Joseph at Springfield on y fifth day
of March 1769 by his Note of that date for Value rec promised &c
151 William to pay him four pounds 2/10 on demand with Interest &c as in y Writ
The pltff appears by John Worthington Esq his Attn & y Deft being three
times publickly called makes default of appearance in Court It is
therefore considered by y Court that y said Wm recover against y said Joseph
three pounds 19/10 3/4 of lawful money damages & Cost of Court taxed at 1/15 & &c
Execn is 20th Oct 1769

Parks Elisha Parks of Westfield in y County of Hampshire Gent pltff vs Joseph Clark
vs of Granville in y said County yeoman Deft in a plea of y Case for that said Joseph
Clark at Westfield on y third day of May 1769 by his Note of that date for Value rec
promised Elisha to pay him thirty seven pounds 37/0 lawful money on demand
with Interest And also for that said Joseph at Westfield on y last day of June
152 last owed Elisha six pounds 6/11 for ballance on Book Acct and then there
promised to pay him y same on demand &c as in y Writ — The pltff appears
by John Worthington Esq his Attn and y Deft being three times publickly called
makes default of appearance in Court — It is therefore considered by y Court
that y said Elisha recover against y said Joseph forty six pounds 13/3 3/4 of
lawful money damages and Cost of Court taxed at one pound 15/6 & therefor &c
Execn is 11th Sept 1769

Samuel Sherman of Ware in ye County of Hampshire yeoman pltt vs Isaac Clark of Hardwick in ye County of Worcester yeoman Deftdt in a plea of the Case for that said Isaac at Springfield on ye 1st day of Octo 1762 by his Note of that date for Value rec promised said Samuel to pay him fourteen pounds lawful mony on demand with Interest &c as in ye Writ — 455 Sherman vs Clark 153

The pltt appears by John Worthington Esq his Attr and Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Samuel recover against ye said Isaac Nineteen pounds 3 6 p of lawful mony damages and Cost of Court taxed at two pounds 0 11 and thereof &c

Execn is 21st Augt 1770

George Pynchon of Granville in ye County of Hampshire yeoman pltff vs Samuel Church of said Granville Yeoman Deft in a plea of the Case for that said Samuel at Springfield on ye 19th Day of April last past by his Note of that date for Value rec promised said George to pay him Six pounds 7 p lawful mony on demand with Interest &c as in ye Writ — Pynchon vs Church 155

The pltt appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said George recover against ye said Samuel the Sum of £ of lawful money damages and Cost of Court taxed at one pound 17 and thereof &c

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James Mitchel of Wethersfield in ye County of Hartford & Colony of Connecticutt Gentlmn pltt vs John Rugg of South Hadley in ye County of Hampshire yeoman Deft in a plea of the Case for that said John at Springfield on ye tenth day of Novr 1766 by his Note of that date for value rec promised said James to pay him twenty nine pounds 5 7 lawful mony on or before ye first day of June then next with Interest from ye time of payment till paid &c as in the Writ — Mitchel vs Rugg 156

The pltt appears by John Worthington Esq his Attr and Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said James recover against ye said John thirty three pounds 1 5 2 p of lawful money damages and Cost of Court taxed at two pounds 0 11 7 thereof &c

Execn is 20th Octo 1769

Phinehas Lyman of Suffield in ye County of Hampshire Esq pltff vs Phinehas Perkins of Granville in ye County aforesd yeoman Deft in a plea of the Case for that whereas at said Springfield on ye first day of June 1769 the said Phinehas Lyman was possessed of one red Heifer two years Old with a Slop of her near Ear frozen off and with two half penny Cutts in ye off Ear on ye upperside of the price of three pounds and one red and White Steer two years old with a Star in his forehead and marked with two half penny Cuts on ye upperside of the near Ear of ye price of four pounds as of ye Goods & Chattels of ye said Phinehas Lyman and being so possessed ye pltff there afterwards viz ye same first day of June casually lost ye same Cattle out of his possession and ye same Cattle there afterwards viz ye same first day of June by finding came into ye hands & possession of ye said Phinehas Perkins, Nevertheless ye said Phinehas Perkins altho. knew ye said Heifer & Steer to belong to ye pltff and to be his proper Estate never delivered the same Cattle to ye pltff tho often thereto requested and particularly at said Springfield on ye first day of August Currant but refused always to deliver them to ye pltff but there viz at said Springfield ye said first day of August current and then Converted them to his own use and still refuses to deliver them to ye pltff To ye Damage of ye said Phinehas Lyman the sum of Ten pounds — — — The parties appear and humbly pray that ye Case may be continued until ye next Term and it is granted them and the said parties have further day here in this Court until ye second Tuesday of November next Inclusive — Lyman & Perkins 157

456 Wells vs Bates Bd

Samuel Wells of Natick in ye County of Middlesex Esq pltf vs John Bates Junior of Granville in ye County of Hampshire Yeoman Deft in a plea of Trespass for that ye said John at Blanford in said County of Hampshire on ye first day of January Anno Domi 1767 and at divers Days and times between the said first day of January and the last day of March last with force and arms did break and enter one Close of ye said Samuel there called Lot No Nine and Ten of the said Samuels Trees there growing of the Value of Tenpounds did with like force and arms cut down & carry away Contrary to Law against our peace and to ye damage of said Samuel Wells the sum of Tenpounds ~ The parties come here by their Counsil and humbly pray that ye Case may be continue until the next Term and it is granted them &c

Idem vs Bancroft Bd

Samuel Wells of Natick in ye County of Middlesex Esq pltf vs Lemuel Bancroft of Granville in ye County of Hampshire Yeoman Deft in a plea of the Trespass for that ye said Lemuel at Blanford in said County of Hampshire on ye first day of January Anno Domi 1767 and at divers days & times between ye said first day of Jany and ye last day of March last with force and Arms did break and Enter one Close of ye said Samuel there called Lot No Nine and Ten of ye said Samuels Trees there growing of the Value of Tenpounds did with like force & Arms cut down & carry away contrary to Law against our peace and to ye damage of the said Samuel Wells the Sum of Tenpounds ~ The said parties come here by their respective Attornies and move that ye Case may be continued until ye next Term and it is granted them and ye said parties have a further day &c until ye second Tuesday of Nov next Ensuing

Idem vs Cooke Bd

Samuel Wells of Natick in ye County of Middlesex Esq pltf vs Jacob Cooke Junr of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass for that ye said Jacob at Blanford in said County of Hampshire on ye first day of January 1767 and at divers days & times between ye said first day of January and ye last day of March last with force and Arms did break and Enter one Close of ye said Samuel there called Lot No Nine and Ten of ye said Samuels Trees there growing of ye Value of Tenpounds did with like force & Arms cut down and carry away contrary to Law against our peace and to the damage of ye said Samuel The sum of Tenpounds

The said parties come here by their respective Attornies and move for a continuance until ye Next Term and it is granted them and ye said parties have a day before ye Lord ye King here until ye second Tuesday of November next Ensuing

Dom Rex vs Palmer Junior Bd

Hampshire ss By the Grace of God of Great Britain, France & Ireland King &c To ye Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting ~ Whereas on ye fourth day of April last past before Eldad Taylor Esq one of our Justices assigned to keep ye peace within our said County of Hampshire at Westfield in said County personally appeared Judah Palmer yeoman and Judah Palmer Junr yeoman and Samuel Sedgwick yeoman all of Westfield and acknowledged themselves bound to us in ye respective sums following Viz said Judah Junr as principal in ye sum of Tenpounds and said Judah Palmer and Samuel Sedgwick as Sureties in ye sum of five pounds lawf to be levied on their Goods or Estate and in want thereof on their Bodies if default was made of ye Condition following Viz: that ye said Judah Palmer Junr should personally appear before our Justices of our Court of General Sessions of the Peace next to be holden at Springfield on ye third Tuesday of May then next to answer to all such Matters as shall be objected against him in our behalf particularly for his beating and striking one Jude Ludington Should he of ye Good behaviour

Behaviour towards all our Leige People of all which the said Judah Ins hath failed, Wherefore We command you that you make known to yd Judah Ins that he be before our Justices of our said Inferiour Court of common pleas to be holden at Springfield in and for yd County of Hampshire on yd last Tuesday of August to shew Cause why yd said Ten Pounds by him acknowledged to be due ought not to be made of his Goods &c as in the Writ — And in Obedience to yd said Writ The said Judah hath been summoned to appear — And ~~the said~~ now at this Term John Worthington Esq Attorney to our Lord & King ~~and in Behalf of his Majesties Leige people~~ comes here and says that he will not prosecute this Action against yd said Judah And it is considered by yd Court that yd Action be dismissed accordingly

Dom Rex
vs
Palmer

Phinehas Lyman Esq and Benjamin Bancroft yeoman both of Hartford in yd County of Hartford and Colony of Connecticutt ~~gentlm~~ Ezekiel Hale of Granville in yd County of Hampshire yeoman Defts in a plea of the Case for ~~that~~ said Ezekiel at Springfield on yd Eighth day of May 1767 by his Note of ~~that~~ date for Value rec promised said Phinehas and Benjamin to pay them five pounds 1/10 3/4 lawful money on demand with Interest &c as in yd Writ — The pltts appear by John Worthington Esq their Attr and yd Deft being three times publickly called makes default of appearance in Court — It is therefore considered by yd Court that yd said Phinehas and Benjamin recover against yd said Ezekiel seven pounds 4/3 of lawful money damages and Cost of Court taxed at one pound 13/0 and therefor &c — Execn is 20th Octo 1769

Lyman Exors
vs
Hale
No

Andrew Oliver Esqr and Arnold Welles Merchant both of Boston in the County of Suffolk Exors of the last Will & Testament of the Honr Jate Oliver late of Boston Merch Dec pltfs vs Bildad Fowler of Westfield in yd County of Hampshire yeoman Deft in a plea of the Case for that yd Bildad at Springfield on yd 23d day of July 1765 by his promissory note in writing under his hand of that date for Value rec promised s John then living to pay him yd sum of two Hundred & sixty seven pounds 18/11 1/2 lawful money on demand with lawful interest for yd same till paid. Yet yd said Bildad tho often requested never paid yd said sum to yd said John in his life time nor hath he since s John's Death paid yd same or any part thereof to yd pltfs but unjustly neglects to do it to yd Damage of yd said Andrew and Arnold in s Capacity of Exors of three Hundred and Eighty pounds.

Spooners Exors
vs
Fowler
No 3

The pltfs appear by John Worthington Esq their Attorney and yd Bildad Fowler by Jonathan Bliss Gentn his Attr comes and defends and reserving Liberty to alter this plea and pleading any new Matter on yd trial of yd Appeal says he is not guilty in manner & form as yd said Andrew and Arnold, Exors have above declared against him and thereof puts himself on yd Country — And the said Andrew & Arnold Exors as aforesd by their Attr aforesd Consenting to yd above Reservation say that they for any thing by yd said Bildad in his plea aforesaid alledged ought not to be precluded from having & maintaining their said Action against him because they say that yd plea of yd Bildad above pleaded and the matters therein contained are not a sufficient Answer to their declaration and that they are not holden by Law to make any answer thereto and this they are ready to verify and therefor pray Judgment and that their damages & Costs may be adjudged to them — And yd said Bildad says this plea aforesaid is sufficient wherefore because yd pltfs have not denied the same nor made any Answer thereto he prays Judgment for his Costs

Thereupon all & singular the premises being seen & fully understood by yd Court & yd Jury now here for that it appears to yd Court that yd plea aforesaid of said Bildad by him in manner & form above pleaded

Pleaded and the matter therein contained are not sufficient in law to preclude the said Executors from proceeding in their said Action or from their damages and Cost — It is therefore considered by the Court that ye said Andrew and Arnold in ye Capacity aforesaid do recover against ye said Bildad three Hundred & thirteen pounds 10/ 4/ of lawful money damages and Cost of Court taxed at three pounds &c

Spooners Exr vs Fowler

The said Bildad by his Attorney aforesaid appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by sd Recognizance as on file it appears

George Bynelton of Springfield in ye County of Hampshire Gentn pltff complains of James Nivins of Greenwich in ye said County yeoman Deft in a plea that he render to said George seventeen pounds 0/ 3 d which to him he owes and from him unjustly detains and whereon sd George says that at our Inferiour Court holden at Springfield on ye last Tuesday of August 1763 by ye Judgment of ye same Court he recovered against said James fifteen pounds 0/ 4 d for his damages by reason of said James not performing his sd Promise before that Time made & one pound 13/ 11 for Cost by him about his Suit in that Behalf expended whereof ye said James is convict Which Judgment yet remains in full force and the said George hath sued out several Writs of Execution on ye Judgment aforesd yet no part of said Sums was ever levied thereby Whereby Action accrues to ye pltff to Demand of ye said James ye Sums aforesd in form aforesaid recovered &c as in the Writ

Bynelton vs Nivins

The pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

His therefore considered by ye Court that ye said George recover against the said James Seven pounds 10/ 7/ 1, of lawful money ~~damages~~ Debt & Cost of Court taxed at one pound 12/ 6 and thereof &c

Execn is 23d Sept 1769

George Bynelton of Springfield in ye County of Hampshire Gentn pltff complains of Stephen Chapin of Granby in said County yeoman Deft in a plea of the Case for that said Stephen at said Springfield on ye fifth day of May 1760 by his Note of that date for Value rec promised said George to pay him nine pounds 0/ 0, lawful money on demand with Interest till paid &c as in ye Writ — The pltff appears by John Worthington Esq his Attorney and ye Deft being being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said George recover against ye said Stephen ten pounds 0/ 0 1, of lawful money damages and Cost of Cost taxed at one pound 10/ 0 thereof &c — Execn is 23d Sept 1769

Idem vs Chapin

George Bynelton of Springfield in ye County of Hampshire Gentn pltff complains of Nathaniel Vose of Blanford in ye same County Deft in a plea of ye Case for that ye said Nathl at said Springfield on ye last day of July last being justly indebted to said George in ye sum of fifty one pounds lawful money for sundry Goods Wares and Merchandizes before that Time sold to said Nathaniel by ye pltff said Nathaniel in Consideration thereof then and there promised to pay him the said sum whenever afterwards he should be thereto required &c as in ye Writ

Idem vs Vose

The pltff appears by John Worthington Esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court

His therefore considered by ye Court that ye said George recover against ye said Nathaniel fifty one pounds of lawful money damages and Cost of Court taxed at one pound 11/ 10 thereof &c

Execn is 11th Sept 1769

Jonathan Norton of Suffield in yͤ County of Hampshire yeoman pltt vs Elijah Leonard of Springfield in yͤ ~~said~~ County afores yeoman Deft in a plea of the Case for that said Elijah at said Springfield on yͤ 17th Day of Jany last past by his Note of that date for Value recd promised said Jonathan to pay him Sixteen pounds lawful mony on demand &c as in the Writ ~ The pltt appears by John Worthington Esqʳ his Attʸ and the Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by yͤ Court by the Court that yͤ said Jonathan do recover against yͤ said Elijah Sixteen pounds of Lawful Mony damages and Cost of Court taxed at one pound 11/4 & thereof &c ~ Exeon iss 27th Septr 1769 — Norton vs Leonard 167

George Pynchon of Granville in yͤ County of Hampshire yeoman pltt vs Samuel Miller Junʳ of said Granville yeoman Deft in a plea of yͤ Case for that said Samuel at Springfield on yͤ 30th Day of March last past by his Note of that date for Value recd promised ~~one~~ John Wrights to pay him or his order four pounds 4/4 lawful mony on or before yͤ first day of August then next with Interest And afterwards on yͤ same day of March at Springfield sd John by his Indorsment ordered the Contents of said Note then wholly unpaid to be paid to yͤ pltt &c as in the Writ ~ The pltt ~~appears by~~ appears by John Worthington Esqʳ his Attʸ the Deft ~~[illegible]~~ now being three times publickly called to come into Court ~~[illegible]~~ ~~[illegible] yͤ Deft likewise~~ make default ~~—~~ of appearance here ~~& yͤ Action dismissed~~ It is therefore considered by yͤ Court that yͤ said George recover against yͤ sd Samuel the sum of £ of lawful mony damages and Cost of Court taxed at one pound 18/8 and thereof &c — Pynchon vs Miller 168

George Pynchon of Granville in yͤ County of Hampshire yeoman pltt vs Moses Goffe of said Granville yeoman Deft in a plea of yͤ Case for that said Moses at Springfield on yͤ second day of August currant being Justly indebted to said George in yͤ Sum of Six pounds 10/6½ of lawful mony to ballance accts according to yͤ accts annexed to yͤ Writ &c as in the Writ ~ the pltt being three times publickly called to come into Court and prosecute his sd Action is Nonsuit and yͤ Deft likewise defaulted and yͤ Action accordingly dismissed — Idem vs Goffe 169

Samuel Glover of Wilbraham in yͤ County of Hampshire yeoman pltt vs Charles Colton of Springfield in yͤ same County yeoman Deft in a plea of the Case for that yͤ said Charles at said Springfield on yͤ fourth day of April Anno Domi 1767 by his promisory note in writing under his Hand of that date for Value recd promised the said Samuel to pay him yͤ Sum of twelve pounds lawful money on demand with lawful Interest for the same till paid, & yet yͤ said Charles tho often requested hath never paid the same nor any part thereof But unjustly neglects it To yͤ damage of the said Samuel Twenty pounds — Glover vs Colton 170

The pltt appears by John Worthington Esqʳ his Attorney & yͤ Deft being three times publickly called makes default of appearance in Court ~ It is therefore considered by yͤ Court that the said Samuel recover against yͤ sd Charles thirteen pound 14/8 of lawful mony damages and Cost of Court taxed at £1„11„4, & thereof &c

The said Charles at this Term comes here in his proper person & he appeals from yͤ Judgment of this Court to yͤ Superiour Court of Judicature holden at ~~holden~~ Springfield in and for yͤ County of Hampshire on yͤ fourth Tuesday of Septr next Ensuing, And he recognizes with Sureties as yͤ Law directs for his prosecuting the appeal with Effect as by said Recognizance on file it appears

1,60

Fowler vs Smith

V/L

Bildad Fowler of Westfield in y County of Hampshire yeoman pltff vs Elnathan Smith of Granville in sd County yeoman Deft in a plea of the Case for that said Elnathan at Springfield on y seventh day of November 1760 by his Note of that date for Value rec promised said Bildad to pay him Six pounds 6/ lawful money on demand with Interest &c as in the Writ ~~

The pltff appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y sd Bildad recover against the said Elnathan Six pounds 6/ 1/2 of lawful money damages & Cost of Court taxed at one pound 13/ and thereof &c

Exon is 19th Octo 1769

Olds vs Ashley

V/L

Samuel Olds of Westfield in y County of Hampshire yeoman pltff vs Joseph Ashley of said Westfield yeoman Deft in a plea of the Case for that said Joseph at Springfield on the fourteenth day of August instant by his note of that date for Value rec promised sd Samuel to pay him Eight pounds 8/ lawful money upon demand with Interest till paid &c as in y Writ ~~ The pltff appears by John Worthington Esq his Attr and y Deft being three times publickly called makes default of appearance in Court ~~ It is therefore considered by y Court that y said Samuel recover against y said Joseph ~~three~~ Eight pounds 8/ 1/2 of lawful money damages & Cost of Court taxed at ~~two~~ one pound 11/ 4/ & therefore

Exon is 19th Octo 1769

Sylvester vs Lumbard

173

Seth Sylvester of Chesterfield in y County of Hampshire yeoman pltff vs Benjamin Lumbard late of Brimfield in y County aforesd yeoman Deft in a plea of y Case for that said Benjamin at Springfield on y Eleventh day of October 1760 by his note of that date for Value rec promised the said Seth to pay him three pounds 10/ by y first day of March then next &c as in the Writ

The pltff appears by Daniel Hitchcock Esq his Attr & y Deft being three times publickly called makes default of appearance in Court

It is therefore considered by y Court that y said Seth recover against y said Benjamin three pounds 10/ of lawful money damages and Cost of Court ~~taxed~~ taxed at two pounds 3/ 10 and thereof &c

Exon is 17th Sept 1769

Hampshire ss. At this Term of the Court Messieurs Jonathan Ashley Jun. John Phelps Justin Ely Samuel Field Elijah Williams Jr. William Billings and Samuel Barnard were admitted to practice as Attornies in this Court and severally took the Oath prescribed by the Statute in this Case accordingly ~~

The foregoing Judgments and Orders &c being made and entred up in Manner aforesaid the said Court was adjourned without Day ~~

Attest Wm Williams Clerk ~~

4161

402 Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ et Hiberniæ Decimo

November Term 1769

At the Inferiour Court of Common pleas holden at Northampton within and for ye County of Hampshire on ye Second Tuesday of November being the fourteenth day of ye s^d Month 1769

Present { Israel Williams Esqr
Oliver Partridge Esqr
Timothy Dwight Junr Esqr }

Forasmuch as Thursday next is by Authority appointed to be observed as a Day of Publick Thanksgiving throughout this Province and on this Account it must have been very Inconvenient for ye Justices, Attornies Jurors, Suitors and others concerned to have attended the Business of this Court the present Week, Therefore ye Justices of this Court now here have thought fit to adjourn ye same Court to ye Third Tuesday of November aforesaid being the 21st day of ye said Month at Ten of ye Clock in ye Morning then to be holden at the Court House in Northampton aforesaid and the said Court is adjourned accordingly — — — Attest William Williams Clerk

Third Tuesday ye 21st Novr 1769

Present

Israel Williams Esqr

Oliver Partridge Esqr

Timothy Dwight Junr Esqr

Eleazer Porter Esqr for Certain Causes

Jury of Trials
Moses Field Foreman
Elijah Clark
Elisha Lyman
John Alvord
Benjamin Colt
Salmon White
Seth Murray
Stephen Noble
Joseph Snead
Reuben Judd
Aaron Warner
Benjamin Morgan

The Actions continued from August Court

Repalje vs Willard

Garret Lapalje of New York in the County & Province of New York Merchant pltff vs Elias Willard who lives on a Tract of Land called ye Ministers Grant North East of and adjoining to Stockbridge and in ye County of Berkshire yeoman Deft in a plea that ye said Elias render &c as heretofore recorded at large and now at this Time ye pltff appears by Mark Hopkins Esqr his Attorney and the Deft being being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Garret recover against ye said Elias one Hundred and forty one pounds 19/8 of lawful money Debt and Cost of Court taxed at Six pounds 16/7 and thereof &c Execution is 12th Octo 1770

Shaw vs Woods

William Shaw of Palmer in ye County of Hampshire yeoman pltff vs John Woods of Monson in said County yeoman Deft in a plea of ye Case as at large on record of ye preceeding Terms and now at this Time ye parties come here and the referees to whom this Case with all their Book Accts was referred now bring in their Award in these words Viz: We do award that ye said William ye pltff has no demands against the said John ye Deft & therefor ye said William pay ye Cost of this Reference Viz: four Witnesses Travel & Attend^ce one pound 7/0 The Deft Travel & Attend^ce 13/6 Cost of ye referees 18/ Justice administring ye Oath 1/ — —

It is therefore considered by ye Court that ye said John ye Deft recover against ye said William ye pltff Cost of Court & Reference in the whole taxed at five pounds & lawful money allowed him with his Absent for his Cost in defending ye Suit of ye said William & thereof &c Execution is 18th April 1770

William Arms of Deerfield in ye County of Hampshire yeoman pltff — Arms vs Hinsdell
John Hinsdell of said Deerfield yeoman Deft in a plea that ye sd John
render sc as at large on record of ye last Term, and now ye said parties come
here by their respective Attornies and humbly pray that ye Case
may be continued until ye next Term and it is granted them sd
parties have a further day sc until ye second Tuesday of Feby next

James Cox of Chesterfield in ye County of Hampshire yeoman pltff — Cox vs Kid
Benjamin Kid of said Chesterfield yeoman Deft in a plea of ye Case
for that said Benjamin sc as ~~before recorded~~ at large on record of ye
preceding Term — And now ye said parties come here and likewise
the referees to whom this Case with all other Controversies & Demands
subsisting between ye said parties was referred now bring in their Award
in these Words viz: We do award and determine that James Cox ye pltff
recover against ye said Benjamin Kid ye Deft the sum of three
pounds and seven pence Damages and three — pounds Ninety Nine Cost and this to be in full of all Cost of ye Court be which the
this award is returned to be considered & taxed by ye Court & this to be an
End of all Controversies between the parties — It is therefore considered
by ye Court that ye said James recover against ye said Benjamin three
pounds and seven pence of lawful money damages & Cost of Court
taxed at £ and there &c

Samuel Hare of Westfield in ye County of Hampshire yeoman pltff — Hare vs Jones
John Jones of said Westfield yeoman Deft in a plea of the Case as on
record of ye last Term and now ye said Samuel comes here by his
Attr and humbly prays that ye Action may be further continued
the Deft being out of ye province and it is granted him and ye
Case is continued until ye second Tuesday of Nov next

Elijah Smith of Belchertown in ye County of Hampshire Gent pltff — Smith vs Hellogg
Nathaniel Hellogg of Hadley in ye County of Hampshire Gentn Deft
in a plea of Covenant broken as at large on record of ye last Term
now the pltff being three times publickly called to come into Court
and prosecute his Action is Nonsuit and ye Deft likewise defaulted
and the Action dismissed

Israel Williams of Hatfield in ye County of Hampshire Esq pltff vs — Williams Esq vs Smithson
Mary Smith of said Hatfield Widow and Relict of Samuel Smith late
of said Hatfield Gentn Ded intestate & Admrx of all ye Goods Chattels Rights
and Credits of said Samuel Deft in a plea of ye Case as recorded at large
the last Term and now ye pltff appears by Simeon Strong John Worthington Esq his Attys
and ye said Mary by Joseph Hawley Esq her Attr comes & defends the
force and Injury &c and says as to ye nine Shilling & four pence
parcel of ye Sum of two pounds &c mentioned in ye first count con
tained in ye pltffs Writ and as to ye whole of ye Interest mentioned
in ye same Count due to ye Sum of three pounds &c mentioned
in ye second Count in ye said Writ contained The said Samuel never
did in his life time assume upon himself to pay ye same to ye said Israel
in manner and form as in ye said Counts is alledged and of this ye
said Mary puts herself on ye Country — And ye said Israel likewise

And as to ye residue of ye said Sum of two pounds &c in ye first
Count mentioned the said Mary by her Attr aforesaid saith that
the said Israel ought not to recover any further damages against
her than ye Sum of &c because she saith that ever since ye time
when in ye said Count it is alledged that ye said Samuel promised
the said Israel to pay him ye said Two pounds &c until his
death ye said Samuel was always ready to pay to ye said Israel ye sd
&c being the said residue of ye said two pounds &c and that ever
since ye Samuels Death she ye said Mary hath always been ready ye same
ready

Williams Esq vs Smith & al

ready to pay the same to ye said Israel and the said Mary further saith that before the day of suing forth ye said Writ to wit on ye 24th day of July last at Springfield she offered to pay and Tendered ye said Sum of 3£ unto him ye said Israel but he ye said Israel then and there refused to accept the same of her and ye said Mary brings here into Court ye said sum of 3£ ready to be paid to ye said Israel if he will accept ye same & this she is ready to verify Wherefore she prays Judgment of yd Israel ought to have & recover any more damages that yd Sum of 3£

And ye said Israel by his Attornies aforesaid says that by anything by ye said Mary in her plea above pleaded alledged he ought not to be barred of having & maintaining his Action against her yd Mary for the said Sum of 3£ because he says that yd Mary never tendered or offered to pay him yd Israel ye said Sum of 3£ at any Time before ye suing out of ye said Writ & this he prays may be Inquired of by ye Country — And yd Mary likewise

Thereupon ye Jurors at this time according to ye form and Effect of the Statutes in this behalf provided returned and impanelled being demanded likewise come here Who to say ye truth concerning the premises being duly sworn declare upon their Oath that they find for ye pltff three pounds 1/2 Damage & Cost of Court

Therefore it is considered by ye Court that yd Israel recover against yd Mary three pounds 1/2 of lawful money damages & cost of Court taxed at three pounds 11/10 & therefor &c

Hamlett vs Frisbland

Israel Williams of Hadfield in ye County of Hampshire Esq & Moses Graves of Litchfield in ye County of Berkshire Gentn pltfs vs ~~Mary~~ John Frisbland late of Hadfield in ye County of Hampshire yeoman Deft in a plea of the Case as recorded at large the last Term and now at this Term ye said parties come here by their Council and humbly pray that this Case may be continued until ye next Term and it is granted them, and ye said parties have a further day &c until ye second Tuesday of November next Ensuing

Stewart vs Phelps

John Stewart ye Second of Colrain in ye County of Hampshire Husbandman pltff vs Charles Phelps late of Hadley in ye County aforesd Gentn Deft in a plea of Trespass on ye Case as recorded at large the last Term & yd pltff now appears by Joseph Hawley Esq his Attn and yd Charles now Comes by Elisha Porter Gentn his Attorney and defends &c & reserving to himself Liberty of waiving this plea & pleading ye General Issue upon the Trial of ye Appeal pleads and says that he is not guilty of the Trespass mentioned in ye Writ and thereof prays Judgment — & yd John by his Aforesaid Attorney consenting to ye above Reservation says that ye said Charles plea in manner & form as above pleaded is an Insufficient Answer to his ye said Johns declaration & to which he has no need nor is he holden by ye Laws of ye Land to make any answer Wherefore for Want of a sufficient plea in this behalf yd John prays Judgment that his damages & Cost may be adjudged him, & yd Charles says that his plea is Sufficient

Thereupon all and Singular ye premises being seen & fully understood by ye Court & ye Lord ye King now here for that it appears to yd Court that ye plea aforesaid of yd Charles by him in manner & form above pleaded & the matters therein contained are not sufficient in Law to preclude yd John from proceeding in his Action against yd Charles or from his damages & Cost

It is therefore considered by ye Court that yd John recover against yd Charles Seven pounds of lawful money Damages and Cost of Court taxed at £3 11/10 & therefor &c

The yd Charles by his Attn aforesd appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Septr next & he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect & to pay such Recognizance as on file it appears

Benjamin Kidd of Chesterfield in y County of Hampshire yeoman pltff 1769
James Cox of y same Chesterfield yeoman Deft in a plea of Trespass on y Case Kidd
as at large on record of y preceeding Term And now at this Term y parties vs
appear and the referees to whom this Case together with all other demands Cox
and Controversies subsisting between y said parties, was submitted
bring in their award in these Words viz. We do award & Determine that
Benjamin Kid y pltt recover nothing of y within named James Cox y Deft
But that he be Nonsuited in this Action & y Deft defaulted
Thereupon the said Benjamin being three times publickly called to come
into Court is Nonsuit and y Deft likewise defaulted & Action dismissed

Daniel Leonard of Springfield in y County of Hampshire yeoman pltff vs Leonard
John Winchel of s^d Springfield yeoman Deft in a plea of y Case as at large vs
on record; and now the said Daniel being three times publickly called to Winchel
come into Court & prosecute his Action is Nonsuit and y^s John likewise
defaulted and y Action accordingly dismissed

Bildad Fowler of Westfield in y County of Hampshire yeoman pltff vs Jonathan Fowler
Whaples of Sandisfield in y County of Berkshire yeoman Deft in a plea of y Case vs
as at large on record, The said Bildad appears by John Phelps Gent^n his Att^y Whaples
and y Deft being three times publickly called makes default of appearance here
Therefore it is considered by y Court that y said Bildad recover against y^e
said Jonathan Sixteen pounds O^s 8^d lawful money damages & Cost of Court
taxed at two pounds 0^s 6^d and the rest &c. Execon is 8th Decem^r 1769

Rebecca Sanderson of Springfield in y County of Hampshire Spinstress pltff vs Sanderson
George Lynchon of y same Springfield Gent^n Administrator of all & singular the vs
Goods & Chattels Rights and Credits which were John Harmons late of s^d Springfield Harmon Adm^r
Dec^d Deft in a plea of y Case as at large on record of y preceeding Term &c
The said parties appear and because the referees to whom this case was
referred have not made any award they humbly pray that this case may
be further continued under y same rule until y next Term & it is granted them
and y^s parties have a further day &c until y second Tuesday of ~~October next~~ February next

Phinehas Redman of Springfield in y County of Hampshire yeoman pltff vs Redman
Charles Colton of s^d Springfield yeoman Deft in a plea of y Case as at large on vs
record &c The parties appear and by reason of y referees to whom this Case was Colton
referred not having made any award they humbly pray that y Action
may be further continued under the same rule of reference until y
next Term, and it is granted them and y^s parties have a further day &c
until y second Tuesday of February next Ensuing

George Hitchcock of Springfield in y County of Hampshire yeoman pltff vs Hitchcock
George Lynchon of said Springfield Gent^n Deft in a plea of Trespass on y Case vs
as recorded at large the last Term — and now y said George Hitchcock being Lynchon
three times publickly called to come into Court is Nonsuit, and the s^d George
Lynchon comes into Court and humbly prays that his Costs may be
allowed him — It is therefore considered by y Court that y said George
Lynchon recover against y said George Hitchcock three pounds 0^s 3^d allowed
him with his Absent for his Cost in defending y Suit of y said
George Hitchcock & thereof &c — Execon 18th Octr 1770

Abel Chapin y Younger of Springfield in y County of Hampshire Husbandman a Chapin
minor under y Age of twenty one years and son of Ephraim Chapin Appt vs
of s^d Springfield yeoman Appt vs Seth Chapin of Springfield aforesaid Chapin
yeoman Deft in a plea of Trespass as at large on record of y preceeding
Term — and now y^s parties and y referees to whom this this Case was
referred now bring in their Award in these words viz. We do award that y^s
Seth y Original pltt hath no demands for damages of y^s Abel the
Original Deft and do award that said Seth pay Cost of Court & Costs of
this Reference being 12^s Justices fees for swearing y Witness &c
It is therefore considered by y Court that y said Abel recover against y^s
Seth Cost of Court and Reference in y Whole taxed at three pounds 19^s 10^d
and thereof he may have Execution — Execon is 8th Decr 1769

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Lyman vs Perkins

Phinehas Lyman of Sheffield in ye County of Hampshire Esq pltff vs Phinehas Perkins of Granville in ye County yeoman Deft in a plea of ye Case as recorded at large ye last Term — The pltff appears by John Worthington Esq his Attorney and ye said Phinehas Perkins by Simeon Strong Esq his Attorney comes and defends ye and says he is not guilty in manner & forms ye pltff in his declaration has alledged against him and thereof puts himself on ye Country — & and the pltff likewise

Therupon ye Jurors at this time according to ye form and Effect of ye Statutes in this Behalf provided returned and impanelled being demanded likewise come here Who to say ye truth concerning the premises being duly sworn by Mr. Moses Field their foreman declare upon their Oath that they find for ye pltff four pounds 10/ Damage & Cost of Court — It is therefore considered by ye Court that ye said Phinehas Lyman recover against ye Deft Phinehas Perkins four pounds 10/ of lawful mony damages & Cost of Court taxed at Six pounds 11/4 and thereof &c Execution is Ordered

Wells Esq vs Bates Jun

Samuel Wells of Natick in ye County of ~~Hampshire~~ Middlesex Esq pltff vs John Bates Junior of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass as at large on record and now ye pltff being three times publickly called to come into Court and prosecute his Action is Nonsuit ye Deft likewise defaulted, and ye Action dismissed

Wells vs Bancroft

Samuel Wells of Natick in ye County of Middlesex Esq pltff vs Samuel Bancroft of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass as at large on record of ye last Term and now ye pltff appears by John Worthington Esq his Attr and ye said Samuel by Joseph Hawley Esq his Attorney comes and defends &c and says that he is not guilty in manner and form as against him in this Writ is alledged and thereof puts himself on ye Country — And ye said Samuel by his Attr above mentioned says that ye Defts plea above pleaded & ye matters therein contained is an insufficient answer to his declaration and that he is not holden to answer thereto all which he is ready to prove & thereof prays Judgment for his damages reserving Liberty to wave this demurrer on ye trial of ye appeal and then join ye Issue Tendered — And ye Samuel says his plea is sufficient consenting to ye Reservation aforesd and thereof prays Judgment — Therepon ye premises being seen & fully understood by ye Court of ye Lord ye King now here for that it appears to the said Court of ye said Lord ye King that ye plea aforesaid of ye Samuel and ye matters therein contained are sufficient in Law to preclude ye said Samuel from having his aforesd Action maintained against ye said Samuel — Therefore it is considered that ye said Samuel by his plea aforesd have nothing &c, It is also considered that ye Samuel recover against ye said Samuel the sum of one pound 11/6 of lawful mony allowed him with his Assent for his Cost in defending ye Suit of the said Samuel and thereof &c

The said Samuel by his abovenamed Attr appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting the appeal with Effect as by sd recognizance on file it appears

Allen vs Cooke

Samuel Wells of Natick in ye County of ~~Hampshire~~ Middlesex Esq pltff vs Jacob Cooke Jun of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass as recorded at large ye last Term — The pltff appears by John Worthington Esq his Attr and ye ~~Deft~~ said Jacob by Joseph Hawley Esq his Attorney comes and defends the force and Injury when &c and says that he is not guilty in manner and form as in this Writ against him is alledged and thereof puts himself on ye Country — And ye said Samuel by his Attr aforesaid reserving to himself ye Liberty of waiving this demurrer on ye trial of ye appeal and then to join ye Issue Tendered now says that ye Deft

plea

Plea above pleaded and ye matters therein contained is an insufficient Answer to his declaration and that he is not holden by Law to answer thereto all which he is ready to prove and thereof prays Judgment &c Judgment for his damages and Cost — And ye said Jacob consenting to the Reservation aforesaid says his plea is sufficient and thereof prays Judgment for his Cost — Thereupon ye premises being seen & fully understood by ye Court of ye Lord ye King now here for that it appears by said Court of ye said Lord ye King that ye plea aforesaid of ye Jacob and ye matters therein contained are sufficient in Law to preclude the said Samuel from having his aforesd Action maintained against the said Jacob — Therefore it is considered that ye Samuel by his plea aforesd have nothing &c — It is also considered by ye Court that ye Jacob recover against ye Samuel the Sum of two pounds 13/3 of lawful money allowed him with his Costs for his Cost in defending ye suit of ye said Samuel & thereof &c

The said Samuel by his Attorney aforesaid appeals from the Judgment of this Court ~~that ye said~~ to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Entries at this Term

Dwight Esq
vs
Fitch et al
No 1

Timothy Dwight Junr of Northampton in ye County of Hampshire Esq pltff William Fitch late of Hatfield in said County Gentn & Lydia Fitch his Wife who was late Lydia Neale otherwise called William Fitch late of ye new Plantation called Number five in said County and Lydia his Wife Deffts in a plea of the Case for that ye Lydia at said Northampton whilst she was Sole and unmarried on ye Tenth day of December Anno Dom 1769 being justly indebted to ye said Timo in ye Sum of seven pounds 17/ for divers Goods Wares and Merchandizes before that Time there sold and delivered to ye Lidia by ye said Timothy at her ye said Lydias special Instance & request In Consideration thereof ye said Lydia whilst she was unmarried then and there undertook and to ye said Timo faithfully promised to pay him ye same on demand — Yet ye said Lydia tho often requested never paid ye same Sum or any penny thereof to ye said Timothy whilst she was Sole and unmarried nor have ye William & Lydia or either of them tho often requested paid ye same Sum or any penny thereof to ye said Timo since their Intermarriage but unjustly neglect it To ye Damage of ye said Timothy Eleven pounds

The pltt appears by Daniel Hitchcock Gentn his Attorney ~~and Deft~~ humbly prays that this Case may be continued and as it appears to ye Court that ye Defts are out of the Province — it is ordered by ye said Court that ye Case be continued until ye second Tuesday of February next Ensuing

Thomas
vs
Chapin
This Action a case of ye Continuance of the Last Term

John Thomas of Hartford in ye County of Hartford and Colony of Connecticutt yeoman pltff vs Henry Chapin of Springfield in ye County of Hampshire Gentn Deft in a plea of ye Case as at large on record of ye preceding Term, The pltt appears by Justin Ely Gentn his Attorney Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said John recover against ye said Henry three pounds 7/ of lawful money damages and Cost of Court taxed at two pounds 0/4 and thereof &c

Execn is 5th Dec 1769

Southwell
vs
Alvord
No 2

Elah Southwell of Northampton in ye County of Hampshire yeoman pltff vs Benjamin Alvord of Montague in ye County aforesd yeoman Deft in a plea of ye Case for that ye said Benjamin at said Northampton on ye Eleventh day of May 1765 by his Note of hand of that date for Value received promised

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Southwell vs Alvord

Promised the said Clark to pay him forty pounds on demand with Interest for the same till paid, yet ye said Benjamin tho often requested hath never paid ye same or any part thereof But unjustly neglects it To ye Damage of ye said Clark the Sum of fifteen pounds

The pltt appears by Daniel Hitchcock Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court.

It is therefore considered by ye Court that ye said Clark recover against the said Benjamin eight pounds 14/0d/½ of lawful money damages & Cost of Court taxed at one pound 8/4 and thereof &c

Snow vs Webb No 3

Ezekiel Snow of Southampton in ye County of Hampshire yeoman pltff Daniel Webb of Westfield in said County yeoman Deft in a plea of ye Case for that said Daniel at Northampton on ye first day of August last past by his Note of that date for Value rec promised said Ezekiel to pay him two pounds 4/ on demand with Interest till paid &c as in the Writ

The pltt appears by Daniel Hitchcock Gent his Attorney ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Ezekiel recover against ye said Daniel two pounds 4/0d/½ of lawful money damages & Cost of Court taxed at one pound 12/½ and thereof &c

Fitch vs Farr No 4

William Fitch late of Hatfield in ye County of Hampshire now of Canterbury in ye County of Windham & Colony of Connecticutt Gent pltt vs Silas Farr of ye New plantation commonly called Number five in the County of Hampshire yeoman Deft in a plea of ye Case for that ye said Silas at Northampton on ye tenth day of Nov 1768 by his note of hand of that date for Value rec promised ye said William to pay him two pounds 16/ on demand yet ye said Silas tho often requested hath never paid ye same or any part thereof but unjustly neglects it To ye damage of ye said William four pounds The pltt appears by Daniel Hitchcock Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Willm recover against ye said Silas two pounds 16/ of lawful money damages & Cost of Court taxed at two pounds 11/6 thereof &c

The said Silas afterwards comes here by Joseph Hawley Esq his Attorney and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing & he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by ye said recognizance as on file it appears

Stewart vs Thompson No 5

James Stewart Junr of Colrain in ye County of Hampshire Gent pltff vs James Thompson of said Colrain yeoman Deft in a plea of ye Case for that ye said James Thompson at said Colrain on ye 19th Day of January last past by his note of that date for Value rec promised ye said James Stewart Junr to pay him five pounds 13/ on demand with Interest till paid meaning with lawful Interest for ye said Sum of five pounds 13/ from the date of said Note till paid, yet ye said James Thompson tho often requested hath never paid ye Contents of said Note nor any part thereof to him ye said James Stewart Junr or to his order, but hitherto hath & still neglects and refuses to do it To ye Damage of ye said James Stewart Six pounds The pltt appears by Jonathan Ashley Gent his Attorney ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Stewart Junr recover against ye said Thompson three pounds 9/3d/½ of lawful money damages and Cost of Court taxed at one pound 19/6 & thereof &c

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Howard vs Thompson

The said James Thompson afterwards at this Term comes here by William Billings Gentr his Attr and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said Recognizance on file it appears

Hatheway Attr vs French & No 6

Joel Hatheway Gentn and Ebenezer Hatheway yeoman both of Suffield in ye County of Hampshire pltfs Sampson French yeoman and Sampson French Junr yeoman both of Westfield in ye County aforesd Defts in a plea of Trespass on ye Case for that said Sampson & Sampson Junr at Westfield aforesd on ye 16th Day of August 1766 by their note of that date for Value Recd promised said Joel & Ebenezer to pay them or their order the sum of three pounds 5/ lawful money at or before ye first day of May then next with Interest &c as in ye Writ

The pltfs appear by John Phelps Gentn their Attr and ye Defts being three times publickly called make default of appearance in Court It is therefore considered by ye Court that ye said Joel and Ebenezer recover against ye said Sampson & Sampson Junr three pounds 10/2 of lawful money damages and Cost of Court taxed one pound 19/6 and thereof &c

Phelps vs Sweatman & Noy

John Phelps of Westfield in ye County of Hampshire Gentn pltff Reuben Sweatman of Granville in ye said County yeoman Deft in a plea of ye Case for that said Reuben at said Westfield on ye fifth day of Novr 1769 by his Note of that date for Value Recd promised said John to pay him or order two pounds 3/ lawful money on demand with Interest &c as in ye Writ

The pltff appears in his proper person & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said John recover against ye said Reuben two pounds 9/ of lawful money damages & Cost of Court taxed at one pound 19/0 & thereof &c

Baird vs Sackett & Noy

James Baird of Blandford in ye County of Hampshire yeoman pltff vs Jesse Sacket yeoman & John Kellogg Blacksmith both of Westfield in ye said County Defts in a plea of Trespass upon ye Case for that ye said Jesse & said John at said Blandford on ye 19th Day of Octo 1766 by their note under their hands of that date for Value there Recd promised ye said James to pay him ye Sum of twelve pounds lawful money at or before ye 20th day of April then next following ye Date of ye same note with the lawful interest from ye first day of Decr till paid yet ye said Jesse & John or either of them have not performed their said promise But they unjustly neglect and refuse to do it to ye Damage of ye said James fourteen pounds — The pltff appears by John Phelps Gentn his Attr and ye Defts being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said James recover against ye said Jesse and John twelve pounds 10/ of lawful money damages and Cost of Court taxed at one pound 19/0 & thereof &c

The said Jesse and John afterwards come here by Jonathan Ashley Junr Gent their Attr and appeal from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Sept next Ensuing & there recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Palmer vs Taylor & No 4

Judah Palmer Junr of Westfield in ye County of Hampshire yeoman Junr pltff vs Joseph Taylor Junr of Springfield in ye County aforesd yeoman Deft in a plea of Trespass upon ye Case for that ye said Joseph at Westfield aforesaid on the ninth day of March 1769 by his note of that date for Value there Recd promised ye said Judah to pay to him ye sum of nine pounds lawful money within six months from ye Date of said Note with ye lawful interest after three months from ye Date of ye same Note

1770 Note till paid Yet ye said Joseph tho' often thereto requested hath not
Palmer performed his said promise But he wholly neglects and refuses to do
Judah vs it To ye Damage of ye said Judah the Sum of Ten pounds
Taylor Junr The pltff appears by John Phelps Gent his Attr and ye Deft being three
times publickly called makes default of appearance in Court It is
therefore considered by ye Court that ye said Judah recover against
the said Joseph nine pounds 4/6 of lawful money damages & Cost
of Court taxed at one pound 1/6d and thereof &c

The said Joseph afterwards at this Term comes here by Justinian
Gent his Attorney and appeals from ye judgment of this Court to
the Superiour Court of judicature to be holden at Springfield in & for
the County of Hampshire on ye fourth Tuesday of September next
Ensuing and he recognizes with Sureties as ye Law directs for ye s.d Joseph to
prosecuting ye appeal with Effect as by s.d recognizance on file appears

Cook Junior James Cook Junr of New Salem in ye County of Hampshire yeoman Pltff
vs Stephen Farr Junr of a place called Number five in ye s.d County yeoman
Farr Junr Deft in a plea of the Case for that said Stephen at Northampton on ye
10 20th day of Dec 1769 by his note of that date for value rec promised s.d
James to pay him seven pounds lawful money within three months
from ye Date of said note with Interest for ye same till paid Yet said Stephen
The pltff appears by Simeon Strong Esq his Attr and ye Deft being three
times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye s.d James recover against
the said Stephen Seven pounds 7/p of lawful money damages & Cost
of Court taxed at one pound 13/2 and thereof &c

On ye 15th Feb 1770 the s.d James acknowledged he had rec satisfaction of this Judgt in full pltff Wm Williams Clerk

Williams Esqr Israel Williams of Hatfield in ye County of Hampshire Esq pltff of Mary
vs Smith of said Hatfield Widow Administratrix of all the Goods Chattels
Smiths Adm Rights and Credits of Samuel Smith late of said Hatfield Gent Dec
Intestate Deft in a plea of the Case for that said Samuel at said
Hatfield in his Life time to wit on ye Tenth day of July A.D. 1768
W rec of the said Israel two hundred and thirty three Spanish Milled
Dollars of ye Value of six shillings each which ye s.d Israel delivered to
him then and there at said Samuels special instance & request in
Consideration Whereof the said Samuel afterwards to wit on ye same
day at Hatfield aforesaid by his note in writing under his hand
promised said Israel to carry ye same dollars to Albany meaning
in our County of Albany and province of New York and there
to lay out ye same dollars for ye said Israel for Beaver or Deer
Skins or else to return ye same to said Israel on demand, Yet said
Samuel tho' often requested in his life time never carried said
Dollars or any of them to said Albany nor laid them out or any
of them for said Israel in Beaver or Deer Skins or either of
them nor ever returned said Dollars or any of them to s.d Israel
~~not any way~~ performed his said promise nor hath ye s.d Mary
since ye s.d Samuels Death ever performed said promise or paid
said Sum or any part thereof to said Israel tho' often thereto
requested but wholly neglects to do it; Also for that s.d Samuel
at said Hatfield in his Life Time to wit on ye Eleventh day of
July A.D. 1768 owed said Israel the sum of Sixty nine
pounds 18/ lawful money for so much other money by s.d Sam.l
of said Israel to ye use of ye said Israel before that time had
and rec in Consideration Whereof said Samuel then & there
being then alive promised said Israel to pay him ye same
Sum on demand, Yet said Samuel in his Life time tho' often
requested never paid the same nor any part thereof nor hath said Mary since s.d Samuels death But neglects
it To ye Damage of ye said Israel one hundred and fifty pounds
the

The said parties appear by their respective Attorneis viz The said Israel by Simeon Strong Esq his Attr and ye said Mary by Joseph Hawley Esq her Attorney and humbly pray that the Case may be continued until ye next Term and it is granted them and the said parties have a further day de until ye second Tuesday of February next ensuing

1771 Williams Esq vs Smithwick

James Selkrig Merchant and Robert Selkrig Merchant both of Boston in the County of Suffolk pltfs vs Leonard Chapin of Springfield in the County of Hampshire yeoman Deft in a plea of ye Case for that said Leonard on ye first day of August instant at Springfield aforesaid being indebted to ye said James and Robert in ye Sum of Forty two pounds 4/5 3/4 lawful mony to ballance Acts according to the Acts annexed to ye Writ said Leonard in Consideration thereof promised said James and Robert to pay them ye same on demand &c as in the Writ — The pltfs appear by Jonathan Bliss Genl their Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said James and Robert recover against ye said Leonard Forty two pounds 4/5 3/4 of lawful mony damages and Cost of Court taxed at three pounds and thereof they may have their Execn — Execn is Augt 15 1770

Selkrigs vs Chapin 12

Edward Webber of South Brimfield in ye County of Hampshire yeoman pltff for the prosecution of ye Case against Joseph Belknap of said South Brimfield yeoman Deft in a plea of ye Case for that whereas ye said Joseph on ye 27th Day of September instant at Springfield in said County of Hampshire in consideration that ye said Edward would at ye special Instance and Request of ye said Joseph and for him and in his Behalf and as his Surety come before our Justices of our Superiour Court of Judicature Court of Assize and General Goal delivery then sitting in Springfield in ye County of Hampshire for our Counties of Hampshire and Berkshire and acknowledge himself to be Indebted to us by way of Recognizance in the Sum of fifty pounds to be levied on his Goods or Chattels Lands or Tenements and in Want thereof upon his Body to ye use of us our Heirs or Successors if default be made in ye performance of the Condition of ye same Recognizance, which Condition was that if ye said Joseph should make his personal appearance before our Justices of our said Superiour Court of Judicature Court of Assize and General Goal delivery then sitting aforesd from day to day during the then Term to answer to an Indictment against him for forgery and shoul abide ye Order of Court thereupon and not depart without Licence & in ye meantime should keep ye peace and be of ye Good Behaviour towards all our Leige Subjects then ye same Recognizance to be void and of no Effect but in default thereof to abide & remain in full force and Virtue, assumed on himself and to ye said Edward then and there faithfully promised that he ye said Joseph would make his personal appearance before our said Justices of our Superiour Court aforesaid from day to day during said Term to answer to ye said Indictment aforesd and would abide ye order of Court and would not depart without Licence and also would in the meantime keep ye peace and be of ye Good Behaviour towards all our Leige Subjects in Discharge of ye same Recognizance also that he ye said Joseph would well & sufficiently save & keep harmless and indemnified the said Edward his Goods & Chattels Lands & tenements & his Body of and from ye payment of ye said Recognizance & all sums of mony therein mentioned &c and from all damages & Cost that might accrue to him by means or on account of ye said Recognizance the said Edward

Webber vs Belknap 13

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Webber vs Belknap

Edward in fact says that he reposing special trust and Confidence in ye promise aforesaid of the said Joseph made in form aforesaid did then afterwards on ye same day at ye special Instance and Request of ye said Joseph and for him on his Behalf and as his Surety come & appear before our said Justices of our said Superiour Court of Judicature then sitting in Springfield aforesaid & then and there acknowledged himself to be indebted to us as aforesaid in ye said Sum of fifty pounds to be levied as aforesaid for ye use of us our Heirs & Successors if default should be made in ye performance of ye Condition aforesd of ye said Recognizance which Condition was for his ye said Josephs appearance as aforesaid before our said Justices from day to day as aforesaid during said Term to answer to ye said Indictment aforesd & to abide the order of Court thereon and not depart without Licence in ye mean Time to keep the peace & be of ye Good Behaviour towards all our Leige Subjects as aforesaid — Nevertheless ye said Joseph not regarding his promise aforesaid but intending to defraud & deceive the said Edward in this Behalf did not make his personal appearance before our Justices of our said Superiour Court from day to day during said Term nor answer to ye Indictment aforesd nor abide the order of Court thereon But he ye said Joseph did then afterwards on ye same day during ye sitting of said Court & before ye End of said Term depart without Licence against ye Order of said Court & has thereby Exposed ye said Edward and made him liable to ye payment of ye said Sum of fifty pounds together with other damages & Cost and upon ye Avoidance Departure and Nonappearance of ye said Joseph as aforesaid the Recognizance aforesd has been by ye said Court duly declared and adjudged to be forfeit nor has ye said Joseph tho often requested saved or kept harmless or indemnified the said Edward of & concerning ye said Recognizance nor from ye payment of ye said Sum of fifty pounds nor has he paid ye said Sum nor any ways recompensed him for his damages which he has sustained and have accrued to him in and about ye Recognizance aforesd nor any ways fulfilled his said Promise but neglects and denies to do it to ye Damage of ye said Edward Seventy pounds — The pltff appears by Jonathan Bliss Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is ordered by ye Court that ye Case be Continued for advisement until ye next Term and ye parties have a further day to until ye second Tuesday of Feby next.

Thompson vs Condem

Daniel Thompson of South Brimfield in ye County of Hampshire yeoman pltff vs Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass on ye Case for that whereas ye said Joseph on ye 27th Day of Septr instant at Springfield in said County of Hampshire in Consideration that ye said Daniel would at ye special Instance and Request of ye said Joseph & for him and in his Behalf & as his Surety come before our Justices of our Superiour Court of Judicature Court of Assize and General Goal delivery then sitting in Springfield in ye County of Hampshire for our Counties of Hampshire and Berkshire and acknowledge himself to be indebted to us by way of recognizance in ye Sum of fifty pounds to be levied upon his Goods or Chattels Lands or Tenements and in want thereof upon his Body to ye use of us our Heirs or Successors if default be made in the performance of ye Condition of ye same Recognizance which Condition was that if ye said Joseph should make his personal appearance before our Justices of our Justices of our said Superiour Court of Judicature Court of Assize and General Goal delivery then sitting as aforesd from day to day during the then Term to answer to an Indictment against him for forging

Forgery and should abide ye order of Court thereupon and not depart without Licence and in the mean Time should keep ye peace and be of ye Good Behaviour towards all our Leige Subjects then the same Recognizance to be void & of no effect but in default thereof to abide & remain in full force & Virtue — Thompson vs Belknap

ye said Daniel then and there faithfully promised that he ye said Joseph would make his personal appearance before our Justices of our Superiour Court aforesd from day to day during said Term to answer to ye Indictment aforesd & would abide ye Order of Court thereon and not depart without Licence and would in ye mean Time keep ye peace and be of ye good Behaviour towards all our Leige Subjects in discharge of ye same Recognizance And that he ye said Joseph would well and sufficiently save & keep harmless and Indemnifie the said Daniel his Goods & Chattels Lands and Tenements and his Body of & from ye payment of ye same Recognizance and all sums of mony therein mentioned & from all damages & Cost to accrue to him by means of ye same and ye said Daniel in fact says that he reposing special Trust & Confidence in ye promise aforesd of the said Joseph did there afterwards on ye same day at ye special Instance and request of ye said Joseph and for him in his Behalf and as his Surety come and appear before our justices of our said Superiour Court of Judicature then sitting in Springfield aforesd and then and there acknowledged himself to be indebted to us as aforesd in said Sum of fifty pounds to be levied as aforesd for ye use of us our Heirs or Succesors, if Default should be made in ye performance of ye Condition aforesaid of ye said Recognizance, which condition was for his ye said Josephs appearance as aforesd before our said Justices from day to day during said Term to answer to ye Indictment aforesd and to abide ye Order of Court and not depart without Licence and in the mean Time to keep ye peace & be of ye Good Behaviour towards all our Leige Subjects as aforesd, Nevertheless ye said Joseph not regarding his promise aforesaid but intending to defraud & deceive the said Daniel in this Behalf did not make his personal appearance before our Justices of our said Superiour Court from day to day during said Term nor answer to ye Indictment aforesd nor abide ye Order of ye said Court thereon but the ye said Joseph did there afterwards on ye same day during ye sitting of ye said Court & before ye End of said Term depart without Licence against ye order of said Court and has thereby Exposed ye said Daniel & made him liable to ye payment of ye said Sum of fifty pounds together with other damages and Costs and upon ye avoidance departure and nonappearance of ye said Joseph as aforesd ye Recognizance aforesd has been by ye said Court duly declared and adjudged to be forfeit nor has ye said Joseph tho often requested saved & kept harmless & indemnified ye said Daniel of and concerning ye said Recognizance nor from ye payment of ye said Sum of fifty pounds nor paid him ye same Sum nor any way recompenced him for his damages which he has sustained in and about ye Recognizance aforesaid nor has he any ways fulfilled his sd promise But neglects it To ye Damage of ye said Daniel Seventy pounds

The pltff appears by Jonathan Bliss Gentn his Attn and the Deft being three times publickly called makes default of appearance in Court — And it is ordered by ye Court that this cause be continued for advisement until ye next Term and ye said parties have a further day in until ye second Tuesday of the next Ensuing

474 Ispham vs Cleland

Joseph Ispham late of Colchester in ye County of Hartford Colony of Connecticut Gentleman pltff vs Thomas Cleland late of Greenwich in ye County of Hampshire yeoman deft in a plea of ye Case for that said Thomas at Northampton on ye 20th day of April 1763 by his Note of that date for Value rec promised said Joseph to pay him nine pounds 18s lawful money at or before ye 10th day of Oct then next with Interest till paid &c as in the Writ

The pltff appears by Justin Ely Gentlemen his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Wherefore it is considered by ye Court that ye said Joseph recover against ye said Thomas Eleven pounds 18s of lawful money damages and Cost of Court taxed at two pounds 18s 9d and thereof &c

Execution is 13th Feby 1770

474 Burt vs Taylor

John Burt of Springfield in ye County of Hampshire yeoman pltff vs Amos Taylor of said Springfield yeoman Deft in a plea of ye Case for that said Amos at said Springfield on ye 18th day of May 1763 by his note of that date for Value rec promised said John to pay him Six pounds 3s 7d before the first day of July then next with Interest as in ye Writ

The pltff appears by Justin Ely Gentlemen his Attorney and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye said John recover against the said Amos four pounds 18s 2d of lawful money damages & Cost of Court taxed at one pound 18s 6d and therefore

Roll vs Smith

Joseph Pease of Suffield in ye County of Hampshire yeoman pltff vs David Smith Junr of Springfield in said County yeoman Deft in a plea of the Case for that said David at said Springfield on ye second day of October current being Justly indebted to said Joseph the sum of ten pounds 10s lawful money to ballance Book Acts for Divers Goods, Wares & Merchandize and all there before that Time sold and delivered to said David at his special instance and request according to ye usual Acts in Consideration thereof then and there assumed on himself and faithfully promised ye pltff to pay him ye same Sum on demand yet said David the often thereto requested hath never paid ye Sum or any part thereof to ye pltff But unjustly neglects it to ye Damage of ye said Joseph three pounds — The pltff appears by Justin Ely Gentleman his Attorney and ye Deft being three times publickly called makes default of appearance in Court. His therefore considered by ye Court that ye said Joseph recover against ye said David two pounds 10s of lawful money damages and Cost of Court taxed at one pound 10s 4d thereof.

The said David afterwards comes here by John Worthington Esq his Atty and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect &c and recognizance as on file it appears

Barret vs Sanderson

Joseph Barret of Hartford in ye County of Hartford Colony of Connecticut yeoman pltff vs Aaron Sanderson of Springfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Aaron at said Springfield on ye second day of Oct Current being Justly indebted to ye pltff ye sum of two pounds 10s lawful money to ballance Book Acts for Ware there before that Time Sold and delivered to ye said Aaron by ye said Joseph at his special Instance and request according to ye Acts annexed to ye Writ In consideration thereof said Aaron then and there assumed on himself and faithfully promised ye pltff to pay him ye same Sum on demand, yet said Aaron the often thereto requested hath never paid ye Sum or any part thereof to ye pltff But unjustly neglects it to ye Damage of ye said Joseph three pounds

The

The pltt appears by Justin Ely Esq his Attorney and deft being three times publickly called makes default of appearance in Court
It is therefore considered by the Court that the said Joseph recover against the said Aaron the sum of 19 £ of lawful money damages that the Court tax at the sum of 3/11 and the costs.

Joseph
vs
Aaron

The said Aaron after recovery comes here by Jonathan Ellis Esq his Attorney and appeals from the judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Ensuing He recognizes with Sureties as the Law directs for his prosecuting the appeal with Effect as by said Recognizance as on file it appears

Jonathan Wright of Springfield in the County of Hampshire yeoman pltt vs John Warner of Monson in the County aforesaid yeoman Defdt
upon the Case for that said John at said Springfield on the 28th day of August 1810 by his note of that date for value received promised said Wright Esq said Jonathan to pay them or their order the sum of 19 lawful money within one year from the date thereof with lawful interest for the same till paid and the said Jonathan says that afterwards to wit on the 28th day of September then next following at said Springfield he the said Josiah Lee and he the said John hath since thereto distributed accrued to said Jonathan to have and receive the contents of said Note of John Wright said John the often thereto requested hath not paid the same or any penny thereof to said Jonah Jonathan or either of them whilst he the said Jonah lived or to said Jonathan since the said Jonah's death but neglects and refuses so to do To the damage of said Jonathan the sum of twenty pounds — The pltt appears by Moses Bliss Esq his Attorney and the Defdt being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that the said Jonathan recover against the said John the sum of five pounds 3/11 in damages of lawful money damages and Costs of Court taxed at one pound & twenty

Wright
vs
Warner
19

Joseph Lee of Springfield in the County of Hampshire yeoman pltt vs Joseph Stanwood late of Springfield in said County yeoman Defdt
in a plea of the Case for that said Stanwood at said Springfield before the date of the Note hereinafter mentioned promised the said Lee to pay him or his order the sum of twenty dollars in lawful money on demand with interest till paid as in and by said Note
The pltt appears by Moses Bliss Esq his Attorney and the Defdt being three times publickly called makes default of appearance in Court — Whereupon it is considered by the Court that the said Lee recover against the said Stanwood the sum of twenty dollars in lawful money damages and costs of Court taxed at one pound & twenty

Lee
vs
Stanwood
20

Obadiah Lathrop of Springfield in the County of Hampshire yeoman pltt vs Lewis Gardiner late of Springfield in said County yeoman Defdt
in a plea of the Case for that said Gardiner at said Springfield before the date of the Note hereinafter mentioned promised the said Lathrop to pay him or his order the sum of twenty dollars in lawful money on demand with interest till paid as in and by said Note
The pltt appears by Moses Bliss Esq his Attorney and the Defdt being three times publickly called makes default of appearance in Court — Whereupon it is considered by the Court that the said Lathrop recover against the said Gardiner the sum of twenty dollars in lawful money damages and costs of Court taxed at one pound & twenty

Lathrop
vs
Gardiner
21

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Pynchon vs Hitchcock

Dr

George Pynchon of Springfield in ye County of Hampshire Gentr pltff
George Hitchcock of said Springfield yeoman Deft in a plea of ye Case for that
the said George Hitchcock at said Springfield on ye fifth day of November
Anno 1761 by his promissory note in writing under his hand of that
date for Value rec promised ye said George Pynchon to pay him the
sum of five pounds 10s lawful money on or before ye first day of May
then next with lawful Interest for ye same from said Time of payment
till paid, and also for that ye said George Hitchcock at Springfield afore
ony second day of Feby Anno 1762 by his other promissory note in writing
under his hand of that date for Value rec promised ye sd George Pynchon
to pay him ye other sum of Seven pounds 3s lawful money on demand
with lawful interest for ye same till paid yet ye said George Hitchcock
thô often requested hath never paid either of ye aforesd sums nor ye Interest
thereof but unjustly neglects and refuses to do it To ye Damage of ye said
George Pynchon Twenty five pounds — The pltff appears by John
Worthington Esq his attorney and ye Deft being three times publickly
called makes default of appearance in Court. It is therefore considered by
ye Court that ye said George Pynchon recover against ye sd George Hitchcock
Nineteen pounds 5s 4d of lawful money damages and Cost of Court taxed
at one pound 11s 8d and thereof he may have his Execution

The said George Hitchcock afterwards comes here by Jonathan Bliss
Gentr his Attorney and appeals from ye judgment of this Court to ye Superior
Court of Judicature to be holden at Springfield in and for ye County
of Hampshire on ye fourth Tuesday of Septr next Ensuing And he recognizes
with Sureties as ye Law directs for his prosecuting ye appeal with effect
as by said recognizance as on file it appears

Conkey vs Lisburn Proprietors

Dr

James Conkey of Belham in ye County of Hampshire yeoman and one
of the proprietors of ye propriety or Common and undivided lands hereafter described
pltff vs The proprietors of a Tract of Land lying in Belham
afores in common and undivided called and known by ye Name of Lisburn
Propriety Defts in a plea of Trespass on ye Case for that whereas one Thomas
Dilts of Belham afores yeoman before our Justices of our Inferiour Court
of common pleas holden at Springfield within and for sd County of Hampshire
on ye last Tuesday of August in ye seventh year of our Reign recovered
judgment against said proprietors for ye sum of thirteen pounds 13s 9d
lawful money for his damages occasioned by their not performing their
Certain promise to him there before that Time 13s 4d lime money & his
Cost and Charges by him about his Suit in that Behalf Expended &
afterwards to wit on ye 19th Day of September then next following he sd
Thomas sued out our Writ of Execon of that date in form as by Law of
this province is prescribed on ye judgment afores directed to ye Sheriff
of our said County of Hampshire his under Sheriff or Deputy which sd
Writ of Execon afterward on ye same day was delivered to Solomon Boltwood
then an under Sheriff or Deputy under Oliver Partridge Esq then Sheriff of
our said County to be by him duly served, Executed and returned according
to Law by Virtue whereof ye said Solomon Boltwood at said Belham on ye
Last day of said September took one Yoke of Oxen of ye pltff and sold them
at Vendue for ye sum of six pounds lawful money in part to satisfy
said Execution with his Fees and ye said James says that ye whole
sum due and payable on said Execon with sd Officers Fees & all Cost
touching the same amounted to ye sum of sixteen pounds 10s 10d & sd
James says his right in said propriety then was and still is one
sixtieth part thereof and no more and that of right it belonged to
him to pay and contribute one sixtieth part of sd sum last mentioned
being five shillings and six pence and one sixth part of a penny &
no more and that by ye sale and Disposition of his sd Oxen he sd
James hath been compelled to pay over and above his sd share or
proportion of ye Damages, Costs and Charges ye sum of five pounds 14s 3d
& five six parts of a penny whereof he gave said proprietors notice at

Belham

Belham aforesaid on ye said Tenth day of April last past by means of all which ye said Proprietors became liable and by Law ought to have contributed and paid said Sum last mentioned to him ye said James Conkey Yet ye said proprietors tho often thereto requested and particularly at Belham on said Tenth day of April have altogether neglected & refused and still neglect and refuse to pay ye same or any part thereof to ye damage of ye said James Conkey The sum of Ten pounds

Conkey vs Lisburn Proprietors 177

The parties appear by their Council and humbly pray that this Case may be continued until ye next Court and it is granted them And ye said parties have a further day before ye Lord ye King here until the second Tuesday of February next Ensuing

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Joseph Lease of Suffield in the County of Hampshire yeoman pltff Amos Bull of Granville in ye said County yeoman Deft in a plea of the Case for that said Amos at Springfield in said County on ye 24th Day of Octo 1765 by his promissory note in writing under his hand of that date for Value rec'd promised ye said Joseph to pay him Eight pounds 10/ lawful money on demand with Interest for ye same till paid, Yet said Amos tho often requested hath never paid ye same or any part thereof but unjustly neglects it To ye damage of ye said Joseph twelve pounds — The pltff appears by John Worthington Esq his Attr and moves that this Case may be continued until ye next Term The Deft being out of ye Province and it is granted him and ye said parties have a further day &c until ye second Tuesday of February next

Lease vs Bull 26

John Worthington of Springfield in the County of Hampshire Esq pltff Bildad Fowler of Westfield in ye County aforesd yeoman Deft in a plea of the Case for that said Bildad at said Springfield on ye Eleventh day of Augst 1766 by his promissory note of that date in writing under his Hand for Value rec'd promised said John to pay him forty seven pounds 0/ on demand with lawful interest for ye same till paid, And also for that said Bildad at said Westfield on ye same Eleventh day of August 1766 by his other promissory note in writing under his hand of that date for Value rec'd promised said John to pay him fifteen pounds 15/ on demand with lawful interest for ye same till paid Yet said Bildad tho often requested hath never paid ye same or any part thereof but unjustly neglects to do it To ye damage of ye said John the sum of Eighty pounds

Worthington vs Fowler 27

The pltff appears in his proper person and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye sd John recover against the said Bildad fifty pounds 10/ of lawful money damages and Cost of Court taxed at one pound 15/ and therefore &c

The said Bildad afterwards comes here by John Phelps Gent his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by sd Recognizance as on file it appears

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William Phillips of Boston in ye County of Suffolk Esq pltff vs Bildad Fowler of Westfield in ye County of Hampshire yeoman Deft in a plea of the Case for that said Bildad at said Westfield on ye 15th Day of Sept 1766 by his promissory note in writing under his hand of that date for Value rec'd promised ye said William to pay him or order one thousand one Hundred Seventy four pounds 6/8 lawful money on demand with lawful interest for ye same Yet ye sd Bildad tho often requested hath never paid ye same or any part thereof but unjustly neglects to do it To ye Damage of sd William fifty Hundred pounds The pltff appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court

Phillips vs Cundom 28

It is therefore considered by ye Court that ye said William recover against ye said Bildad one Thousand two Hundred & fifty Eight pounds 11/0 of lawful money damages & Cost of Court taxed at three pounds 13/8 and therefore &c

The

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Phillips
Esq vs
Fowler

The said Bildad afterwards at this Term comes here by John Phelps Gent his Attr and appeals from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of September next and he recognizes with Surety as the Law directs for his prosecuting the appeal with Effect as by said Recognizance as on file it appears.

Day
vs
Day
29

William Day of Springfield in ye County of Hampshire yeoman pltff vs Eleazer Day of said Springfield yeoman Deft in a plea that he render to William four pounds 13/ which to him he owes and from him unjustly detains and whereon said William says that at our Inferiour Court holden at Springfield on ye last Tuesday of August in ye seventh year of our reign by ye judgment of ye same Court he recovered against said Eleazer three pounds 2/ for his damages and one pound 13/ for Cost and Charges whereof sd Eleazer is convict as by ye record thereof is manifest and appears which judgment yet remains in full force and said William hath never sued out Execn on ye judgment aforesd, whereby Action hath accrued to said William to demand of ye said Eleazer ye said sum of four pounds 15/ &c as in the Writ — The pltff appears by John Worthington Esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said William recover against ye sd Eleazer five pounds 3/5 of lawful money Debt and Cost of Court taxed at one pound 13/4 and therefor &c — Execn is 17th March 1770

Parsons
vs
Leonard
30

Zenas Parsons of Springfield in ye County of Hampshire yeoman pltff vs Elijah Leonard of said Springfield yeoman Deft in a plea of ye Case for that whereas at sd Springfield on ye Eleventh day of July 1760 one Jeremiah Ingram made his certain promissory note under his hand of that date by which he for Value rec'd promised sd Elijah to pay him four pounds on demand with Interest till paid & ye sd Elijah afterwards the same day at said Springfield for Value then rec'd of ye said Zenas sold & delivered the same to him and then and there for Value rec'd as afores'd said Zenas drew his order on ye Back of ye same Note subscribed with his proper hand & directed to ye said Jeremiah thereby requesting him to pay to said Zenas or order ye Contents of said Note according to the Tenor thereof which note & order thereon afterwards ye same day ye sd Zenas at said Springfield presented to ye said Jeremiah for acceptance and payment which ye said Jeremiah then & there utterly refused to pay but suffered ye same to be protested of which ye said Zenas there afterwards the same day gave notice to said Elijah whereby ye sd Elijah by Law became liable to pay ye same to ye pltff and then & there in Consideration thereof promised the pltff to pay him ye Contents of sd Note according to ye Tenor thereof on demand — And also for that sd Elijah at sd Springfield on ye 20th day of Octo 1760 by his promissory note of ye date under his hand for Value rec'd promised sd Zenas to pay him ye Value of four pounds in good merchantable West india Rum to be delivered at Luke Bliss's House in Springfield afores'd the tenth day of December next with use meaning with lawful interest for ye same till paid And ye said Zenas says he was ready at said Lukes House to receive said Rum at ye time of payment & at all times yet said Elijah this often requested hath never performed either of his said promises but unjustly neglects it to ye Damage of ye said Zenas nine pounds 18/ — The pltff appears by John Worthington Esqr his Attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Zenas recover against ye said Elijah Eight pounds 18/6 of lawful mony damages and Cost of Court taxed at one pound 0/7 &c. The said Elijah afterwards comes here by Justin Ely Gent his Attr & appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on the fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Moses Wright yeoman Stephen Wright yeoman Caleb Wright yeoman Elisha Wright yeoman Azariah Van Horn yeoman and Sarah his Wife all of Springfield and Luke Montague of South Hadley Gentn & Deborah his Wife all in ye County of Hampshire which said Luke & Azariah one in right of their said Wifes pltfs vs William Chapin of Springfield aforesd yeoman Deft in a plea of Entry on Disseisin wherein they demand against ysd William 22 Acres and 28 Rods of Land lying at a place called ye Neck on ye North side of and near adjoining to Chicobee River in said Springfield about half a mile below the place on said River called Squaquinganuck and bounding as follows VIZt beginning at Station 0 Rods 24 p. Distant from the Stump of a White Oak Tree ye Corner of ye Wights Land so called on a Course West 17 Degrees South from said Stump. Thence West 9 Degrees South 40 Rods thence West 17 Degs 30 mts north 0 Rods thence West 18 Degs South 8 Rods thence West 2 Degrs South 24 Rods thence West 34 Degs South 42 Rods thence East 15 Degs 30 mts South 102 Rods to a fence near ye foot of ye second Hill from the River thence by said Second Hill to ye first Station 33 Rods with ye Appurtenances as ye Right and Inheritance of ye said Moses, Stephen Caleb, Elisha, Deborah & Sarah and where of Thomas Terry late of said Springfield unjustly and without judgment Disseized Henry Wright late of said Springfield yeoman Decd Father of said Moses, Stephen, Caleb, Elisha Deborah and Sarah whose Coheirs they are and say that ysd Henry Wright their Father within thirty years last past was seized of ye said 22 Acres & 28 Rods of Land with ye appurtenances in his own right as of his Inheritance & Right in a peaceable Time taking ye profits thereof to ye Value of 40/ by ye Year and that ye said Thomas Terry unjustly without Judgment disseized him & from ye said Henry ye Right to ye Land aforesd with ye appurtenances descended and came to ye said Moses, Stephen, Caleb Elisha, Deborah and Sarah his Children & Coheirs to have & hold ye same in ye following proportion viz/ two seventh parts thereof to ye said Moses and one seventh part to Each of ye other Coheirs and that ye said William has no Entry into ye same Lands and appurtenances until after ye Disseizin which the said Thomas Terry unjustly and without judgment made but ye said William unjustly holds ye same from said Moses, Stephen, Caleb Elisha Luke and Deborah, Azariah and Sarah To ye Damage of ye said Moses, Stephen, Caleb, Elisha, Luke and Deborah, Azariah and Sarah suing as aforesd as they say the Sum of one Hundred pounds

The pltfs all appear, except Azariah Van Horn & Wife by John Worthington Esqr their Attorney and humbly pray that the Case may be continued until ye next Term that they may have Opportunity to summon Van Horn & Wife to appear at the next Term and prosecute with them if they see fit and it is granted them and ye said parties have a further day in this Court here until ye second Tuesday of February next Ensuing

The foregoing Judgments and Orders to be being made & entered up in manner aforesaid the said Court was adjourned without Day —

Attest Wm Williams Clerk —

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Wright vs Chapin
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1780 Hampshire ss Anno regni Georgii Tertii Regis magnæ Britanniæ, Franciæ et Hiberniæ decimo

February Term 1770

At his Majesty's Inferiour Court of Common pleas holden at Northampton within and for the County of Hampshire on the second Tuesday of February being the thirteenth day of ye said Month (de die in diem to the twentieth day of the same month) Anno Domini 1770

Present

Israel Williams Esqr
Oliver Partridge Esqr
Timothy Dwight Esqr
Thomas Williams Esqr
Eleazer Porter Esqr for Certain Causes

Petit Jury

Nathan Frary Foreman
Richard Woolworth
Quartus Pomeroy
Hezekiah Russell
Simeon Morton
Eleazer Allis
Azariah Mosely
Samuel Graham
Nathan Livermore
Eliphaz Pearl
John Nash Junior
Ephraim Wheeler

Continued Actions

Arms vs Hinsdale — William Arms of Deerfield in ye County of Hampshire yeoman pltff John Hinsdell of said Deerfield yeoman Deft in a plea that ye said John render &c as at large on record of ye preceeding Term and ye parties now appear by their respective attornies and humbly pray that this Case may be further continued until ye next Term and it is granted them and ye said parties have a further day &c until the Third Tuesday of May next Ensuing

Hare vs Jones — Samuel Hare of Westfield in ye County of Hampshire yeoman pltff John Jones of said Westfield yeoman Deft in a plea of ye Case as at large on record of ye preceeding Terms. The Pltff appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes Default of appearance in Court. It is therefore considered by ye Court that the said Samuel recover against ye said John Jones twenty two pounds of lawful money damages & Cost of Court taxed at two pounds 18/ Whereof execn is 8th Mar 1770

Williams & Hall vs Strickland — Israel Williams of Hatfield in ye County of Hampshire esq & Moses Graves of Pittsfield in ye County of Berkshire Gent pltffs vs John Strickland lately of Hadley in ye County of Hampshire aforesaid yeoman Deft in a plea of ye Case as at large on record of ye preceeding Terms. The said parties appear by their respective Attornies and humbly pray that this Case may be continued until ye next Term and it is granted them and ye said parties have a further Day &c until ye third Tuesday of May next Ensuing

Sanderson vs Harmon — Rebecah Sanderson of Springfield in ye County of Hampshire spinster pltff George Byrnham of said Springfield Gent Administrator of all & singular ye Goods & chattels Rights and Credits of John Harmon late of Springfield Dec Deft in a plea of ye Case as heretofore recorded at large. The parties do appear and ye referees to whom this Case was referred bring in their award in these words viz having heard ye pleas & Allegations of ye said parties and having considered ye same We find due to ye pltff the Sum of Sixteen pounds also a certain Bed and two pair of Sheets & two Coverlids or Blankets it being ye Bed Sheets &c which she now claims which sum we award ye Deft to pay to ye pltff and also Cost of Court and Cost of this Reference Cost of Reference being 15/ Attorneys Fees 6/ & Cost of Evidence 3/6

It is therefore considered by ye Court that ye said Rebecah recover against ye said George in ye Capacity aforesd Sixteen pounds of lawful money damages & Cost of Court and Reference in ye whole taxed at three pounds 3/9 and thereof execn is 30th Mar 1770

Phinehas Redman of Springfield in ye County of Hampshire yeoman pltff L 184
Charles Colton of said Springfield yeoman Deftdt in a plea of ye Case as Redman
at large on Record of ye preceding Terms — The parties at this Term in vs
their proper persons appear and the Referees to whom this Case was Colton
submitted now bring in their award in these words viz We do award
that ye said Phinehas recover against ye said Charles one pound 18/0
damages and we further award that ye said Phinehas recover agt
ye said Charles so much and no more Costs in this Cause than if this
Action had been brought before a single Justice together with ye
Cost of this Reference being 6/0 It is therefore considered by ye
Court that ye said Phinehas recover against ye said Charles one
pound 18/0 of lawful money damages and Cost of Court & Reference
in ye Whole taxed at 18/2 & thereof &c — Execon is 25th April 1770

Timothy Dwight Junr of Northampton in ye County of Hampshire yeoman pltff Dwight
William Fitch late of Hatfield in ye same County Gentn and Lydia his wife vs
who was late Lydia Veale otherwise called William Fitch late of the Fitch Ux
New plantation called in ye sd County Number five Gentn and Lydia his Wife Defts in a plea
of ye Case as at Large on Record of ye last Term — The pltff appears by
Daniel Hitchcock Gentn his Attorney and ye Deft being three times publickly
called make default of appearance in Court — It is therefore considered
by ye Court that ye sd Timothy recover against ye sd William and Lydia
Seven pounds 11/6 of lawful money damages and Cost of Court taxed at
four pounds 2/10 and thereof &c — Execon is 24th Feby 1770

Israel Williams of Hatfield in ye County of Hampshire Esqr pltff vs Mary Williams
Smith of said Hatfield Widow Admx of all ye Goods & Chattels Rights and vs
Credits of Samuel Smith late of said Hatfield Gentn Dec Intestate Deftdt Smith Admx
in a plea of the Case as recorded at large ye last Term: And now at this
Term ye pltff appears by Simeon Strong Esqr his Attorney and ye sd Mary
by Joseph Hawley esqr her attorney comes and defends ye force & Injury &c
and as to ye promise alledged in ye last Count in ye within Writ contained
she says that ye said Samll mentioned in ye said Writ never promised ye
pltff therein named in manner and form as in ye said Count is alledged
and thereof puts herself on ye Country, And ye said Israel likewise
And as to ye promise alledged in ye first Count in ye sd Writ contained
the said Mary by her Attorney aforesaid says that ye pltff named in ye sd Writ ought
not to have his said Action thereof maintained against her because ye
after ye receipt of ye two Hundred & thirty three dollars in ye first count
mentioned & before ye twentieth day of July 1748 ye said Samll in ye
Count named in his Life time carried ye same dollars to Albany in
the said Writ mentioned and there on ye said twentieth day of July laid
out all ye said Dollars for ye said Israel viz Beaver skins according to his
promise in ye said first count ~~mentioned~~ alledged This ye sd Mary is ready
to verify Wherefore ye sd Mary prays Judgt if ye sd pltff ought to have his
Action thereof maintained against her — And ye sd Israel by his Attorney
John Worthington & Simeon Strong esquires replying says that by any thing by
said Mary in her foregoing plea alledged he ought not to be barred of having
& maintaining his Action against her because he says that ye sd Samll in
his Life Time never carried ye sd Dollars to Albany in ye Writ mentioned nor laid
out ye same or any part thereof for ye sd Israel according to his promise & this
sd Israel prays may be Enquired of by ye Country & ye sd Mary likewise
Thereupon ye Jurors at this Time according to ye Form & Effect of ye Statute in
this Behalf provided returned sworn & impannelled being demanded likewise come here
Who to say ye truth concerning ye premises being duly sworn declare upon
their Oath that they find for ye Deft her Cost of Court It is therefore considered
by ye Court that ye said Mary recover against ye said Israel one pound 16/6
of lawful money allowed her for her Costs in defending ye Suit of ye sd Israel &c
The said Israel by one of his Attornies above named viz Simeon Strong esqr
appeals from ye judgment of this Court to ye Superiour Court of Judicature to
be holden at Springfield in and for ye County of Hampshire ye fourth
Tuesday of September next Ensuing and he recognizes with Sureties as ye
Law directs for his prosecuting ye Appeal with Effect as by a Recognizance
on file it Appears

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Webber vs Belknap

Edward Webber of South Brimfield in ye County of Hampshire yeoman pltff
Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass
on ye Case as recorded at large ye last Term — The pltt appears by Jonathan
Bliss Gent his Attorney and ye Court being now advised of giving their Judgment
~~in this Case~~ ~~matters by reason of the appearance in Court~~ — It is therefore considered
by ye Court that ye said Edward recover against ye said Joseph Sixty pounds
of lawful money damages & Cost of Court taxed at three pounds 7/2 & thereof is
Execn is Mar 11th 1770

Thompson vs Lundem

Daniel Thompson of South Brimfield in ye County of Hampshire yeoman pltff
Joseph Belknap of said South Brimfield yeoman Deft in a plea of Trespass
on ye Case as recorded at large ye last Term — The pltt appears by Jonathan
Bliss Gent his Attorney and ye Court of ye Lord the King now here being advised
of giving their Judgment in and upon ye premises — It is therefore considered by ye Court
that ye said Daniel recover against ye said Joseph Sixty pounds of lawful
money damages and Cost of Court taxed at three pounds 7/2 & thereof is
Exd is Mar 11th 1770

Conkey vs Lisburn Proprietors

James Conkey of Belham in ye County of Hampshire yeoman pltff vs
the proprietors of a Tract of Land lying in common and undivided in
Belham aforesaid called and known by ye Name of ye Lisburn propriety Defts
in a plea of Trespass on ye Case as at large on record of ye last Term The pltt
appears by John Worthington and Moses Bliss esquires his attornies & ye
said Proprietors by Joseph Hawley esq their attorney come & defend &c and
reserving to themselves ye Liberty of altering this plea on ye trial or appeal
now say that ye Bond declared on is not thier deed and thereof put themselves
on ye Country — And ye said James Conkey by his attornies afores
consenting to ye reservation afores says that ye plea of ye proprietors
above pleaded & ye matters therein contained is an insufficient answer
to his declaration and that he is not holden by ye Law of ye Land to answer
thereto all which he is ready to prove Wherefore he prays Judgment thereof
and for his damages and Cost — And ye said Proprietors say their plea
above pleaded is sufficient and thereof pray Judgment & Judgment for ye Costs

Thereupon all and Singular ye premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye Court that ye plea afores of said Proprietors by them in manner & form above pleaded and ye matters therein contained are not sufficient in Law to preclude ye said James from proceeding in his said Action against ye said Proprietors or from his damages aforesaid — Therefore it is considered by ye Court that ye said James recover against ye said Proprietors Ten pounds of lawful money damages & Cost of Court taxed at

The said Proprietors by their Attr above named appeal from the Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by said Recognizance on file it appears

Pease vs Bull

Joseph Pease of Suffield in ye County of Hampshire yeoman pltff vs
Amos Bull of Granville in ye said County yeoman Deft in a plea of
the Case as at large on record of ye last Term — The pltt appears by John
Worthington Esq his attorney and ye Deft being three times publickly called
makes default of appearance in Court — It is therefore considered
by ye Court that ye said Joseph recover against ye said Amos ten pounds 12/0½
of lawful money damages and Cost of Court taxed at two pounds 16/2 & thereof is

Wright &c vs Chapin

Moses Wright yeoman Stephen Wright yeoman Caleb Wright yeoman
Elisha Wright yeoman Abariah Vanhorne yeoman and Joseph his Wife
Abariah Vanhorne yeoman and Deborah his Wife
all of Springfield in ye County of Hampshire and Luther Montague of
South Hadley Gent his Wife pltts vs William Chapin of Springfield afores
yeoman Deft in a plea of Disseizin as at large on record of ye last
Term — The pltts Court Vanhorne & Wife appear by John Worthington Esq their Attorney
And ye said Abariah Vanhorn and Wife two of ye Original pltts and for whom
a Summons was granted at ye last Term being now three times publickly
called make default of appearance in Court — Therefore it is considered by ye
Court that ye other pltts may prosecute for their Shares without ye said Vanhorne & Wife
And it is considered by ye Court that ye Case be continued until ye next Term & ye said
parties have a further day & until ye third Tuesday of May next Ensuing

Chadwick vs Foster No 1

William Chadwick of Greenfield in ye County of Hampshire yeoman pltff
John Foster of Bernardston in ye County aforesd yeoman Deft in a plea of
pafs the Case whereon ye said William complains that whereas heretofore
to wit on ye second day of November in ye tenth year of our Reign ye said
John pretending himself to be injured by ye said William not performing
a certain promise pretended to have been made by said William to
John of paying him Ds in consideration of his being indebted to said
John in that sum for ye following articles and services in ye following
manner that is to say in Ds for two days spent in arbitrating in a
certain Controversey between said William and one Jonathan Ashley
Ds for ye Travel of said Johns Horse from Bernardston to Greenfield aforesd
at two several Times and Ds more for ye Service and Labour of ye said Johns
Oxen for twelve days in and about ye said Williams Business did in order
to compel ye said William to render him damages for not performing
his said promise so pretended to be made as aforesaid commence
an Action against said William in Law by suing out a Writ of Attachment
in due form of law under ye hand and Seal of Thomas Williams esq one of our Justices of ye peace for ye same County against ye
William therein declaring against ye said William for his not performing
his promise aforesaid and by causing ye same Writ to be duly served &
Executed and by causing said William to be duly served with a Writ of
Summons in due form of Law commanding him to appear before
our said Justice at his dwelling House in Deerfield on Monday ye 13th
day of Nov then current at 10 of ye Clock in ye forenoon being ye time
appointed for Trial of said Action by said Justice in said Writ of Attachment
to answer to ye Action and declaration aforesaid, all which appears
by ye sd Writ and ye Return thereon and record thereof with ye sd Justice now
remaining and whereas ye sd William did at ye Time and place of Trial
appear and produce sundry Witnesses to defend himself against said
Action and to prove ye said Declaration & Action to be wholly false and
Groundless with Intent to recover Judgment before said Justice for his
reasonable Costs in and about his said defence by him Expended, But
because ye said Justice was not present at said Time and place was not
able to recover such Judgment against said John and whereas ye sd John
minding further to vex and injure said William / because no Judgment
was rendered between said parties in said Action / did afterwards on ye same
day sue out against ye said William another Writ of attachment under
hand and Seal of ye same Justice in due form of Law & returnable before
said Justice on Tuesday ye fifth day of Dec then next wherein ye
said John declared against ye said William for ye same Cause and no
other to wit for not performing ye same promise so pretended to be
made as above set forth and did also cause ye ~~said William~~ said William to be
legally served & Executed and did also cause ye said William to be served
with another writ of Summons in due form of Law commanding
him to appear before our said Justice at ye same Time & place of
Trial to answer to said John in a plea of ye Case for his not performing
ye same promise, and whereas afterwards to wit on ye same 13th Day
of Nov in order to make a final End & Determination of all Disputes
and Controversies between said parties relating to ye premises as well
of and concerning ye Action then newly commenced as of ye Costs
and Charges in & about ye said first Suit commenced in prosecuting
and defending ye same by said parties Expended the said William &
John submitting themselves to stand to ye Arbitration Order & final
Judgment of David Wells, John Severance and Elijah Shelden Arbitrators
indifferently Elected between them to arbitrate order award & finally
Judge of and concerning ye premises, he ye said John on ye same day
at Greenfield aforesd in Consideration of ye said Submission & in
Consideration that ye said William did then and there faithfully promise
to said John that ye said William would perform and fulfill all and
Singular those things which ye said Arbitrators should so arbitrate order
award and finally Judge on his part to be performed fulfilled & observed
Undertake

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Chadwick
vs
Foster

undertook and faithfully promised said William that he ye said John would well and faithfully perform observe and fulfill all & singular those things that said Arbitrators should arbitrate order award and finally Judge on his ye said Johns part to be performed observed and fulfilled whenever he should be required thereto and ye said William in fact says that ye said Arbitrators did then & there undertake ye Burden of arbitrating awarding, ordering and finally Judging between said William and John of and concerning ye premises and did then and there afterwards to wit on ye same day by their Arbitration thereon arbitrate award order and finally Judge between them in manner and form following that is to say that ye said John should no farther prosecute ye Action which he had that day commenced against said William and that no farther proceedings in Law should be had thereon by either of ye said parties and that said William ought not to render any damages to John for or on Act of his neglecting to pay ye said John for the Articles and Services before mentioned and that said William should be forever acquit and discharged from any Action or demand for any cause set forth in ye said Action or Actions of ye said John, & also that said John should there immediately pay unto said William 23/2 for his Costs in Endeavouring & preparing to make his defence against ye said first commenced Action laid out and Expended and that all Disputes Controversies and demands between said parties relative to ye premises should forever thereafter cease & be determined and ye said Arbitrators did there on ye same day publish and declare the said Award to ye said John and William, And ye said William in fact declares that altho ye said William did well and faithfully perform fulfill and observe all and singular ye premises specified in ye above award on ye part of said William to be performed observed and fulfilled according to ye form and Effect of ye said Award yet the said William in fact avers that ye said John hath never paid the said 23/2 according to ye form and Effect of said award or any part thereof although ye said John afterwards to wit on ye same day and year at Greenfield aforesaid was thereto required And ye said William farther declares that ye said John not regarding his promise and Assumption aforesaid but contriving & Wickedly intending ye said William to Injure and defraud did not forbear to prosecute his said Action which was commenced on ye Day of making said Award but afterwards to wit on ye same day (14th) of Dec at two of ye Clock in ye Afternoon) ye time appointed for the hearing and trying ye same Action) the said John did appear at said place of trial before our said Justice & then and there prosecuted the same Action and prayed Judgment thereon against ye said William for his damages and Cost and because ye said William according to ye form and Effect of said Award did not appear there to defend ye same Action the said John then & there in ye same Action by the Judgment of said Justice rendered by Default recovered agt ye said William the sum of 2/6 damages and 13/9 for his Cost of Suit all which by the record and process thereof with our said Justice remaining is manifest and appears, And ye said William further declares that after ye rendition of ye aforesaid Judgment to wit on ye Eleventh day of the same Dec the said John further to Injure and vex ye said William sued out a Writ of Execution in due form of Law on ye same Judgt and caused ye same to be levied on ye Goods and Chattels of ye said William and by virtue thereof ye said Williams Goods and Chattels were taken according to Law and of ye said Goods was ye Judgment aforesaid Satisfied & paid and 1/1 more levyed for ye said Writ of Execn & also enough to satisfy ye Officer who Executed the same his legal fees being the sum of 2/8 all which by said Writ of Execn & Return of the Officer thereon with said Justice remaining is manifest and appears all which ye said William declares is contrary to ye form and Effect of ye said Award And so ye said John tho often requested hath not performed his said promise But wholly neglects & refuses to do it To ye damage of ye said William eight pounds

The

The pltt appears by Simeon Strong Esq his Attorney and ye said John by Joseph Hawley esq and Jonathan Ashley Gentn his attorneys comes and defends &c and says that he never promised the sd William in manner and form as is alledged in ye Declaration against him & thereof puts himself on the Country and the pltt likewise

Chadwick vs Foster

Thereupon ye Jurors at this Term according to ye form and effect of the statutes in this Behalf provided returned and impanelled being ~~Duly sworn~~ Detty sworn likewise come here Who to say ye Truth concerning ye premises being duly sworn by Mr Nathan Drary declare upon their Oath that they find for ye pltt three pounds 7/7 lawful mony damages and Cost of Court — It is therefore considered by ye Court that the said William recover against ye said John three pounds 7/7 of lawful mony damages and Cost of Court taxed at four pounds 13/4 and thereof he may have his Execution

The said John by one of his Attornies abovenamed viz Jonathan Ashley Gentn ~~and~~ appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with effect as by said recognizance as on file it appears

Kellogg vs Adams Ncp

Ephraim Kellogg Junr of Amherst in ye County of Hampshire yeoman pltff Nathan Adams of Sunderland in ye County aforesaid yeoman Deftn in a plea of the Case for that whereas the said Ephraim at Amherst on ye Tenth day of August last past sold and delivered to ye Nathan at his special instance and request a certain mare then ye property of said Ephraim he ye said Nathan then and there in Consideration thereof undertook and faithfully promised said Ephraim to pay him so much mony for the same mare as ye same mare was reasonably worth at ye time of the sale and delivery aforesaid when he shld be thereto requested and the said Ephraim in fact says that ye same mare at ye time of ye Sale and delivery aforesaid was reasonably worth ye sum of Ten pounds of all which ye said Nathan then & there had notice, Also for that whereas said Ephraim at said Amherst on ye same day and year sold and delivered to said Nathan at his special Instance and request one other mare of ye said Ephraims, he the said Nathan in Consideration thereof promised said Ephraim to pay and content to him for ye same mare ye Value of Ten pounds in the following manner that is to say to pay to said Ephraim immediately on ye same day in part of sd Ten pounds ye Sum of 12/ and also to pay and deliver to said Ephraim the Value of Nine pounds of the residue of said Ten pounds on or before ye first day of January then next in good Wheat at ye Merchants price (meaning ye price at which Traders within our sd County usually purchase Wheat for ready mony which ye sd Ephraim avers to be 3/6 by ye Bushel) and tho ye said Nathan paid the said 12/ according to his promise and Assumption aforesaid, yet sd Ephraim in fact says that he has never paid or delivered ye said Wheat or any part thereof tho said Ephraim was always ready to receive the same nor any way preformed his said promises or either of them tho often requested but neglects it to ye Damage of the said Ephraim as he saith ye Sum of Twelve pounds

The pltt appears by Simeon Strong Esq his attn and ye sd Nathan by John Worthington Esq and Elisha Porter Gentn his Attornies comes and defends &c and for plea says that he never promised the sd Ephraim in manner and form as in his said declaration he has thereof against him alledged and thereof puts himself on ye Country and ye pltt likewise — Thereupon ye Jurors at this Time according to ye form and effect of ye Statutes in this Behalf provided, returned and impanelled by any ~~Duly~~ Detty sworn likewise come here Who to say ye Truth concerning ye premises being duly sworn by Mr Nathan Drary declare upon their Oath that they find for the pltt nine pounds Eight Shillings damages & Cost of Court

Therefore

Kellogg vs Adams

It is therefore considered by ye Court that ye said Ephraim recover against ye said Nathan Nine pounds 0s 0d lawful money damages and Cost of Court taxed at four pounds 4/4 and thereof &c
The said Nathan by Elisha Porter Gent. one of his Attorneys aforesaid appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within & for the County of Hampshire on ye fourth Tuesday of September next ensuing and he recognizes with Sureties as ye Law directs for said Nathans prosecuting ye appeal with Effect as by Recognizance on file it appears

Marble vs Hayden
No 3

John Marble of Benington in ye County of Albany and Province of New York yeoman pltff vs Moses Hayden of Ashfield in ye County of Hampshire Physician Deft in a plea of ye Case for that said Moses at Northampton on ye 21st day of April 1769 by his note of that date for Value rec promised said John that he would pay him five pounds Deft on or before ye first day of September 1769 with Interest for ye same sum till paid &c as in the Writ — The pltff appears by William Billings Gent. his Attr and ye Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court that ye said John recover against ye said Moses four pounds 0/0 of lawful mony damages and Cost of Court taxed at two pounds 13/0 and thereof &c — Execon is 12th April 1770

Haskell vs Hart
No 4

Phinehas Haskell of Westborough in ye County of Worcester yeoman pltff vs Ebenezer Hart of Shelburne in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Ebenezer at Springfield on ye last day of Sept. last past was justly indebted to said Phinehas in ye sum of seven pounds lawful mony for sundry Articles of Book Acct according to ye Acct annexed to ye Writ he ye said Ebenezer in consideration thereof on ye same day and year above at Springfield afores. to ye said Phinehas promised that he would satisfy ye aforesaid sum when he should be afterwards thereto required &c as in ye Writ — The pltff appears by William Billings Gent. his Attr and ye Deft being three times publickly called makes default of appearance in Court, It is therefore considered by ye Court that ye said Phinehas recover against ye said Ebenezer seven pounds of lawful mony damages and Cost of Court taxed at two pounds 12/10 and thereof &c

Billings vs Channey
No 5

William Billings of Sunderland in ye County of Hampshire Gent. pltff vs Isaac Channey of Ashfield in ye County afores. yeoman Deft in a plea of ye Case for that said Isaac at said Sunderland on ye last day of Dec. last owed ye said William two pounds 7/0 for sundry Articles of Account according to ye Acct annexed to ye Writ and in Consideration thereof promised said William that he would pay him ye same sum when he should be thereto requested &c as in the Writ — The pltff appears by in his proper person and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said William recover against ye said Isaac two pounds 7/0 of lawful mony damages and Costs of Court taxed at one pound 16/9 & thereof &c
Execon is 12th April 1770

Billing vs Parish
No 6

Ebenezer Billings of Montague in ye County of Hampshire yeoman pltff vs Ebenezer Parish Physician and John Wood Shoptreeper both of Colrain in ye County aforesaid Defts in a plea of the Case for that ye said Ebenr Parish & John Wood at said Colrain on ye 29th day of July 1769 by their note for value rec jointly & severally promised ye said Billings that they would pay him twelve pounds of ye lawful mony within three months from ye Date of said Note with lawful Interest for ye same sum from ye Date till paid yet ye said Parish & Wood neither of them tho' often requested have paid said sum to said Billing but wholly neglect to do it to ye Damage of said Billing fifteen pounds — The pltff appears by William Billing Gent his Attr and ye Defts being three times publickly called make default of appearance in Crt — Therefore it is considered by ye Court that ye said Billing recover against ye said Parish & Wood twelve pounds 0/0 of lawful mony damages & Cost of Crt taxed at £1,18,10 & thereof &c
The said Parish & Wood afterwards at this time come here by Joseph Hawley Esq their Attr & appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Sept next & he recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Thomas Smith of Westfield in ye County of Hampshire yeoman pltt vs Bildad Fowler of said Westfield yeoman Deft in a plea that ys Bildad render to s Thomas twelve pounds lawful mony which to him he owes and from him unjustly detains and whereon said Thomas says yt at s Westfield on ye 14th Day of Nov last past said Bildad by his Bond of that date in Court to be produced bound himself to said Thomas in ye sum of twelve pounds to be paid him on demand &c as in ye Writ — The pltt appears by John Phelps Gent his Att and Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Thomas recover against ye said Bildad four pounds 16/8 2/4 of lawful mony Debt and Cost of Court taxed at one pound 16/8 2 and therefor &c

Execon is April 7th 1770

Smith vs Fowler No 7

John Phelps of Westfield in ye County of Hampshire Gentn pltt vs Adonijah Barr of ye same Westfield Joiner Deft in a plea of Trespass on the Case for that said Adonijah at said Westfield on ye 13th Day of May 1769 by his note of that date for Value rec promised said John to pay him or order five pounds 7/8 lawful mony on demand with Interest till paid &c as in the Writ — The pltt appears ~~by his Phelps Gentn his att~~ proper person and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court ~~that~~ ye said John recover against ye said Adonijah five pounds 12/7 2 of lawful mony damages and Cost of Court taxed at £1, 19, 9 therefor &c

Execon is 25 May 1770

Phelps vs Barr No 8

Robert Black of Blanford in ye County of Hampshire yeoman pltt vs Ezekiel Hale of Granville in ye said County Joiner Deft in a plea of the Case for that said Ezekiel at said Blanford on ye Sixteenth day of May 1769 by his note of that date for Value rec promised s Robert to pay him or order two pounds 10/ in three months from ye Date of s Note with Interest till paid &c as in ye Writ — The pltt appears by John Phelps Gent his Att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Robert recover against ye s Ezekiel two pounds 12/2 2 of lawful mony damages and Cost of Court taxed at £2, 3, 10 therefor &c

Black vs Hale No 9

Ozias Pettebone of Simsbury in ye County of Hartford Colony of Connecticutt Gentn pltt vs Thomas Williams of Granville in the County of Hampshire yeoman Deft in a plea of ye Case for that s Thomas at s Northampton on ye 12th Day of Jany current being indebted to ye pltt in ye sum of seven pounds 7/8 10 lawful mony for sundry Goods, Wares and Merchandize before that time sold by ye pltt to s Thomas at his special instance & request according to the Schedule annexed to ye Writ said Thomas in Consideration thereof promised said Ozias to pay him ye same on demand &c as in the Writ

The pltt being three times publickly called to come into Court and prosecute his Action is Nonsuit and ye Deft likewise defaulted & ye Action accordingly Dismissed

Pettebone vs Williams No 10

Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Connecticutt Gentn pltt vs Ephraim Gleason of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass on ye Case for that ye said Ephraim at said Northampton on ye twelfth day of January current being indebted to ye pltt in ye sum of four pounds 10/3 lawful mony for sundry Goods Wares and Merchandizes there before that Time sold and delivered by ye pltt to ye said Ephraim at his special Instance and request according to ye Schedule annexed to ye Writ and being so indebted he ys Ephraim then and there in Consideration thereof promised ye said Ozias to pay him ye same on demand Yet ye said Ephraim tho often requested hath not performed his said promise But he neglects it to ye damage of ye said Ozias Nine pounds — The pltt appears by John Phelps Gent his Att and humbly prays that ye Case may be continued until the next Term The Deft being out of ye Province and it is Granted him and ye Case is continued until ye Next Term

Pettebone vs Gleason No 11

Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Connecticutt Gentn pltt vs Amos Bull of Granville in ye County of Hampshire yeoman Deft in a plea of Trespass on ye Case for that ye said Amos at s Northampton on ye twelfth day of January current being indebted to ye Pltt in ye sum of four pounds 9/3 lawful mony for sundry Goods

Pettebone vs Bull No 12

480 Goods, Wares and Merchandizes there before that Time sold & Delivered
by ye pltt to ye said Amos at his request according to ye Schedule annexed
Pettebone to ye Writ and being so indebted he ye said Amos then and there in
Consideration thereof promised ye said Ozias to pay him ye same on
vs demand, yet ye said Amos tho' often thereto requested hath not performed
Bull his said promise But he unjustly neglects and refuses to do it to ye
damage of ye said Ozias the Sum of five pounds — The pltt appears
by John Phelps Gent his Att and humbly prays that this Case may
be continued until ye next Term — The Deft being out of ye Province
and it is granted him and ye said parties have a further Day until ye
Third Tuesday of May next Ensuing

Idem Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Con
vs necticutt Gentn pltt vs Adonijah Burr of Westfield in ye County of Hampshire
Burr yeoman Deft in a plea of Trespass on ye Case for that said Adonijah
at said Westfield on ye last day of Decr last past being justly indebted to ye
pltt in ye Sum of five pounds Ms lawful money for sundry Goods
B Wares and Merchandizes before that Time sold and delivered by ye Pltt
to ye said Adonijah at his special instance and request according to ye
Schedule annexed to ye Writ he ye said Adonijah in Consideration thereof
promised said Ozias to pay him ye same on demand &c as in ye Writ
The pltt appears by John Phelps Gent his Att and ye Deft being three
times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Ozias recover
against ye said Adonijah five pounds Ms lawful money damages
and Cost of Court taxed at two pounds 5/0 and thereof &c
Execn is d 7th April 1770

Hitchcock Daniel Hitchcock of Northampton in ye County of Hampshire Gentn pltt vs
vs Robert Abercrombie of Belham in ye County aforesaid Gentn Deft in a plea
Abercrombie of ye Case for that said Robert at said Northampton on ye Tenth day of
February 1769 by his note of that date for Value Rec promised one
14 Solomon Stoddard of Northampton aforesd Esqr to pay him or his order
Eight pounds Ms lawful money on demand with Interest till paid
and afterwards viz: on ye same tenth day of Feby at s Northampton
the said Solomon Endorsed ye same note and thereby appointed the
Contents of ye same note (then wholly due) to be paid to ye s Daniel
Whereof ye said Robert instantly had notice and thereby became liable
to pay ye same to said Daniel and being so liable said Robert in Consideration
thereof assumed on himself to said Robert faithfully promised to pay him
the same on demand — And also for that said Robert at s Northampton
on ye Ninth day of Feby 1769 by his other note of that date for Value
Rec promised said Daniel to pay him or his order another Sum of 33/2
on demand with Interest till paid &c as in the Writ — The pltt appears
in his proper person and ye Deft being three Times publickly called makes
default of appearance in Court — It is therefore considered by ye Court
that ye said Daniel recover against ye said Robert Eight pounds 17/7½ of lawful
mony damages and Cost of Court taxed at one pound 10/10 & thereof &c
Execn is d 28th Feby 1770

Patterson David Patterson of Belchertown in ye County of Hampshire yeoman pltff
vs Samuel Owen of Ware in ye County aforesd Husbandman Deft in a plea of
Owen the Case for that said Samuel at Greenwich in s County on ye Sixth day
of June 1768 by one note for Value Rec promised said David to pay him
15 four pounds lawful mony at or before ye first day of Feby next with
Interest till paid &c as in ye Writ — The pltt appears by Jonathan
Bliss Gentn his Att and ye Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court
that ye said David recover against ye s d Samuel four pounds 2/8 of lawful
mony damages and Cost of Court taxed at two pounds 6/10 & thereof &c
Execn is 3 d May 1770

Baxter George the third &c to the Sheriff of Wheras
Simon Baxter of Enfield in ye County of Hampshire yeoman before us
vs Justices of our Inferiour Court of common pleas holden at Springfield
Chadwick on ye last Tuesday of August by ye Consideration of s d Justices recovered
Judgment against Jonathan Whaples of Sandisfield in ye County of Berkshire
ats — yeoman for ten pounds lawful mony damages and two pounds 7/8 like
16 mony for his Costs in that Behalf expended whereof ye s d Jonathan is convict as
appears to us of Record and altho' Judgment be thereof Given & Execn for ye
Damages

Damages and Cost aforesaid in due form as by Law of this Province is 489
prescribed was accordingly ~~Sued out~~ by ye said Simon Baxter against ye
said Jonathan Whaples bearing date ye 22d day of Septr directed to ye Baxter
Sheriff of our said County of Berkshire his under Sheriff or Deputy
and returnable into our Inferiour Court then next to be holden at vs
Northampton on ye Second Tuesday of November then next which said Chadwick et als
Writ of Execon was afterwards on ye 29th day of September last at
Sandisfield aforesd duly committed by said Simon to John Morse then
and ever since a Deputy Sheriff to be served and returned according to
Law and afterwards on ye Second Tuesday of November aforesd ye John
Morse made return of our said Writ into our sd Inferiour Court holden
at Northampton on ye second Tuesday of November last indorsed
on ye same Writ in ye words and figures following viz: Berkshire ss
Novr 13th 1769 I have made diligent Search and can not find any Estate
nor ye Body to satisfy this Execon and return it wholly unsatisfied
John Morse Depty Sheriff as by ye said Writ of Execon appears of Record
And ye said Simon avers that ye said Judgment yet remains in full
force not satisfied nor reversed and whereas on ye Nineteenth day of
June last John Chadwick of Tyrringham in ye County of Berkshire
Esq and David Ingersoll of Great Barrington in ye same County Esq
by their Bond to our said Sheriff duly Executed became sureties
Bail & Sureties for ye said Jonathan upon ye Original Writ whereon
ye Judgment aforesd was given not only for his ye sd Jonathans appear
ance and answering to ye said Simon in his plea of ye Case but also
for his abiding & performing ye Judgment of sd Court & not departing
without Licence as by said Bail Bond dated ye 19th day of June last
in Court to be produced appears, Nevertheless ye said Jonathan did
not appear at sd Court when and where said Writ was returnable nor
answer ye same Writ nor to ye plea of ye said Simon therein declared neither
hath he any ways performed or satisfied said Judgment of our sd Court
but hath avoided and a Non Estinventus hath been ~~made~~ duly returned
upon ye Execon aforesd against him as aforesaid and ye same Judgmt
remains as yet in full force, As we have heard from ye Suggestions of
ye said Simon Baxter and he hath supplicated us to provide remedy
for him in this Behalf And we willing that Justice should be done
Command you that you make known unto ye said John Chadwick and
David Ingersoll Junr that they be before our Justices of our Inferiour Court
next to be holden at Northampton on ye second Tuesday of Feby next then
in ye Writ — The pltt appears by Jonathan Bliss Gent^n his Attorney
and ye Defts being three times publickly called make default of appearance
in Court — It is therefore considered by ye Court that Execution be
~~and hereby~~ awarded ye said Simon Baxter against ye said John Chadwick &
David Ingersoll for ye sums above mentioned viz: for twelve pounds 7s 4d
lawful money Debts and it is further considered that ye said Simon
~~recovery against the~~ ye sd John and David ~~be~~ his Cost taxed
at two pounds 9s 9d and thereof &c — Execon is 5th May 1770

Zachariah Johonnot of Boston in ye County of Suffolk Esqr pltff John Johonnot
Dowing of Ware in ye County of Hampshire Innholder Deft in a plea vs
of the Case for that said John at Ware aforesd on ye Sixteenth day of Dowing
Feby 1763 by his note for Value rec^d promised said Zachariah to pay
him or order Eighteen pounds 8s 3d lawful money on demand with
Interest till paid &c as in ye Writ — The pltt appears by Jos Trumbull
Worcester Esqr his Att^y and ye Defts being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court
that ye said Zachariah do recover against ye said John fourteen pounds 11s
of lawful money damages & Cost of Court taxed at three pounds 1s 0d thereof &c

Oliver Pomeroy of Wethersfield in ye County of Hartford and Colony of Pomeroy
Connecticutt Innholder pltff vs Eleazer Nash of Granby in ye County of vs
Hampshire yeoman Deft in a plea of ye Case for that ye said Eleazer at Nash
said Northampton on ye 22d day of June last past by his promissory
note in writing under his hand of that date for Value rec^d promised ye
said Oliver to pay him ye sum of Seven pounds 7s 3d lawful money on demand
with lawful interest for ye same until paid — Yet ye said Eleazer tho' often
requested hath never paid said sum or ye Interest thereof But unjustly
neglects it To ye Damage of ye said Oliver the sum of ten pounds
The

490

Pomeroy vs Nash

The pltt appears by John Worthington Esq his Attr and ye Deft being three times publickly called makes default of appearance in Court
It is therefore considered by ye Court that ye said Oliver recover against the said Eleazer five pounds 11/9 of lawful mony damages and Cost of Court taxed at two pounds 6/0 and thereof he may have his Execn
The said Eleazer afterwards at this Term comes here by Justin Ely Gent his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield within and for ye County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Warner vs Peck

20

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs Israel Peck late of a place called Williamsburg in ye County of Berkshire Gent Deft in a plea of ye Case for that said Israel at said Hadley on ye first day of May last past being justly indebted to ye said Jonathan in ye Sum of five pounds 2/0 lawful mony to ballance accts according ye Accompt exhibited to ye Writ said Israel in Consideration thereof promised said Jona to pay him ye same on demand — The pltt appears by Elisha Porter Gent his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Jonathan recover against ye said Israel five pounds 2/0 of lawful mony damages and Cost of Court taxed at one pound 15/7 thereof &c
Execn is 12th March 1770

Idem vs Stewart

21

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs William Stewart ye Second late of Shelburne in ye County aforesaid Yeoman Deft in a plea of ye Case for that said William at said Hadley on ye 3d day of April last past by his note of that date for Value rec promised said Jonathan to pay him four pounds 13/1 by ye first day of August then next with Interest for ye same until paid &c as in the Writ
The pltt appears by Elisha Porter Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Jonathan recover against ye said William four pounds 17/7 of lawful mony damages and Cost of Court taxed at one pound 15/11 and thereof &c
Execn is 12th Mar 1770

Idem vs Gates

22

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs Israel Gates late of Conway in ye County Yeoman Deft in a plea of ye Case for that said Israel at said Hadley on ye 7th day of July last past by his note of that date for Value rec promised said Jona to pay him two pounds 19/7 on demand with Interest &c as in the Writ
The pltt appears by Elisha Porter Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court
His therefore considered by ye Court that ye said Jonathan recover against ye said Israel three pounds 17/4 of lawful mony damages and Cost of Court taxed one pounds 13/7 thereof &c Execn is 12th Mar 1770

Idem vs Chilson

23

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs Asaph Chilson late of Conway in said County Yeoman Deft in a plea of ye Case for that said Asaph at said Hadley on ye 23d day of August last past by his note of that date for Value rec promised ye said Jonathan to pay him ye Sum of six pounds 8/4 lawful mony on demand with the lawful interest thereof until paid, Yet ye said Asaph tho' often requested hath never performed his promise But neglects it To ye Damage of the said Jonathan Ten pounds — The pltt appears by Elisha Porter Gentn his Attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Jonathan recover against ye said Asaph Six pounds 11/10½ of lawful mony damages & Cost of Court taxed at one pound 13/7 thereof &c
The said Asaph afterwards comes here by William Billings Gent his Attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of Sept next and he recognizes with Sureties as the Law directs for his prosecuting ye Appeal with Effect as by said recognizance on file it appears

Jonathan Warner of Hadley in ye County of Hampshire Trader pltt vs
Benjamin Lead of Hatfield in ye said County yeoman Deft in a plea
of ye Case for that ye said Benjamin at said Hadley on ye 31st day of May
last past by his note of that date for Value rec promised ye said
Jonathan to pay him ye Sum of one pound 3/ lawful mony within
three months from ye Date of ye said note with ye lawful interest for
ye same until paid. And also for that ye same Benjamin at said
Hadley on ye 19th day of June last past by his other note of ye same
date for Value rec promised ye same Jonathan to pay him one other
sum of three pounds 12/20/ lawful mony within six months after
the date of ye same note with ye lawful interest for ye same until
paid And also for that ye said Benjamin at said Hadley on ye first
day of November last past being justly indebted to ye s Jonathan
in one other sum of seven pounds 1/6 3/4 like lawful mony to
ballance Book Acts according to ye Acct annexed to ye Writ he ye same
Benjamin then and there in Consideration thereof promised the
s Jonathan to pay him ye last mentioned sum whenever
afterwards he should be thereto required Yet ye said Benjamin tho
often thereto required has never performed either of his s promises
aforementioned but neglects and refuses to do it To ye Damage of ye
Jonathan Fifteen pounds — The pltt appears by Elisha Porter
Gentn his Attorney and ye Deft being three times publickly called makes
default of appearance in Court — It is therefore considered by ye Court at
ye said Jonathan recover against ye said Benjamin ten pounds 18/10 1/2 of
lawful mony damages and Cost of Court taxed at £1 11 10 1/2 thereof &c

The said Benjamin afterwards at this Term comes here by Daniel
Hitchcock Gentn his Attorney and appeals from ye judgment of this Crt
to ye Superiour Court of Judicature to be holden at Springfield on the
fourth Tuesday of September next Ensuing And he recognizes with sureties
as ye Law directs for his prosecuting ye appeal with Effect as by s
recognizance as on file it appears

491
Warner
vs
Lead
24

Noah Goodman of South Hadley in ye County of Hampshire yeoman pltt vs
Elijah Lyman late of Northampton in s County yeoman Deft in a plea
of the Case for that ye said Elijah at said South Hadley on ye 28th Day of
September last past by his note of that date for Value rec promised ye
said Noah to pay him ye Sum of Six pounds lawful mony by ye first
day of January then next after ye Date of ye said Note with ye Lawful
Interest for ye same Sum until paid, Yet ye said Elijah tho often requested
hath never performed his said promise But neglects it To ye Damage
of said Noah Eight pounds — The pltt appears by Elisha Porter Gentn
his Attorney and ye Deft being three times publickly called makes default
of appearance in Court — It is therefore considered by ye Court that
ye said Noah recover against ye said Elijah Six pounds 2/7 1/2 of lawful
mony damages and Cost of Court taxed at one pound 12/1 thereof &c

Said Elijah afterwards comes here by Daniel Hitchcock Gent his att
and appeals from ye judgment of this Court to ye Superiour Court of
Judicature to be holden at Springfield in and for ye County of Hampshire
on ye fourth Tuesday of September next Ensuing and he recognizes
with Sureties as ye Law directs for his prosecuting ye Appeal with
Effect as by said recognizance as on file it appears

Goodman
vs
Lyman
25

Simeon Ward of a place called Fort Pelham in ye County of Hampshire
husbandman pltt vs Daniel Hinsley of Charlemont in ye s County
husbandman Deft in a plea of Trespass on ye Case and whereon the s
Simeon complains that whereas on ye 17th day of April last at
Charlemont aforesaid one William Hutchins made his certain
~~promissory~~ note in writing called a promissory note with ye proper
hand of ye said William subscribed bearing date ye same day & year
aforesaid and ye same Note to ye said Daniel delivered by which s Note
the said William promised to pay to ye said Daniel or order Eleven
pounds lawful mony on demand with Interest meaning ye lawful
Interest of ye said Sum, till paid for Value rec, And afterwards to wit
on ye first day of September last ye Whole contents of ye said Note being
then unpaid at Charlemont aforesaid ye said Daniel by his Indorsement
with his own proper hand subscribed and made upon ye same note
assigned that note to ye said Simeon & by ye s Indorsement ordered ye said
William to pay ye Contents of ye same Note to the s Simeon according to ye

Tenor

Ward
vs
Hinsley
26

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Ward
vs
Kinsley

Tenor of the same Note; And ys said Simeon in fact says that after the Assignment and appointment aforesd as aforesd made to wit on ye Second day of September aforesaid at Charlemont aforesaid he ys said Simeon shewed the Note aforesd and ye Indorsement aforesaid on ys said note to ys d William & then and there required ys said William to pay ye Contents of ys said Note according to ye Tenor of ys said Note and ye Indorsment aforesaid to ys said ~~William~~ Simeon But he ys said William ye Contents of ys said note to ye said Simeon did not pay nor hath yet paid But to pay ys same to ye said Simeon ye sd Willm then and there to wit ys same day and year last aboves d and ever after hitherto hath refused, Whereof ys said Simeon afterwards to wit on ye fourth day of ys said December at Charlemont aforesd gave notice to ys d Daniel And by reason of ye premises ys said Daniel became liable and is liable to pay to ye said Simeon ye whole contents of ys said note and so being liable ys said Daniel in consideration thereof afterwards to wit on ys said fourth day of September last at Charlemont aforesd assumed on himself & to ys said Simeon promised that he ys said Daniel ye whole contents of ys said Note to the said Simeon when he should be thereto required would pay and content Nevertheless ys said Daniel tho often required hath not paid ye Contents of ys said note or any part thereof to ye said Simeon but has hitherto refused and still refuses to do it To ye Damage of ys said Simeon Sixteen pounds

The pltt appears by Joseph Hawley esq his attr and ye Deft by Jonathan Ashley Gent his Attr comes and defends ye force and Injury &c and says ye he never promised in manner and form as ye pltt in his declaration agst him hath alledged and thereof puts himself on ye Country, And ye pltt by his Attorney above said says that ye plea foregoing by ys d Kingsley pleaded is an insufficient answer to his declaration and that by ye Law he is not held to reply thereto he therefore prays he may not be precluded from his action by ys said plea but that his damages and Costs may be adjudged to him; And ys d Kinsley says that his plea is sufficient &c — Thereupon ye premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye said Court of ys said Lord ye King that ye plea aforesaid of ys said Kinsley and ye matters therein contained are sufficient in Law to preclude ys said Ward from having his aforesd action maintained agst the said Kinsley — Therefore it is considered by ye Court that ys d Ward by his plea aforesd have nothing &c It is also considered that ys d Kinsley do recover against ys said Ward £1.2.6 of lawful money allowed him with his aforesd for his Cost in defending ye Suit of ys d Ward thereof &c

The said Ward by his attorney above named appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing, And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by s d Recognizance on file appears

Rowe
vs
Taylor
Ex

John Rowe of Boston in ye County of Suffolk esq pltt vs Jonathan Taylor of Charlemont in ye County of hampshire husbandman Deft in a plea of Trespass on ye Case for that said Jona at Springfield on ye 30th Day of April ye yr 1789 by his note for Value rec promised one Elijah Williams to pay him or his order four pounds lawful money on demand with Interest till paid, And whereas said Elijah afterwards on ye last day of May last by his Indorsment ordered ye payment of ye whole contents of s d Note then wholly due to be paid to said John of all which ye said Jona instantly had notice and so became liable to pay ye Contents to s d John and being so Chargeable he then and there in consideration thereof promised said John that he would pay him ye Contents of said Note on demand &c as in ye Writ — The pltt appears by Joseph Hawley esq his attr & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ys said John recover against ys said Jonathan four pounds 13/12/4 of lawful money damages & Cost of Court taxed at two pounds 16/10 thereof &c

Dickinson
appl vs
Birge
Ex

Nathaniel Dickinson of Deerfield in ye County of Hampshire yeoman Appl vs John Birge of s d Deerfield Feltmaker Appd from ye Judgment of Thomas Williams esq one of his Majestys Justices of ye peace in and for s d County of Hampshire rendered by him at a Trial of ~~the~~ action before him on ye 12th Day of December ye yr 89 at which Trial ys said John Birge was pltt & ys Nathaniel Deft in a plea of ye Case for that said Nathaniel at said Deerfield

Deerfield on ye last day of September last owed ye said John one pound 16/ lawful mony for Book Acct / for one Hall according to ye Acct to ye pltts Writ annexed at Deerfield aforesaid before said last day of Sept aforesd Sold and delivered to him ye said Nathaniel by him ye said John at ye said Nathaniels special Instance and request, in consideration whereof ye said Nathaniel at said Deerfield on said last day of Septr aforesd promised said John to pay him ye aforesaid Sum on demand, Yet ye said Nathaniel tho often requested hath never paid ye same nor any part thereof to him ye said John but ye said Nathaniel unjustly neglects and refuses to do it To ye Damage of ye sd John as he saith forty Shillings — At which Trial ye pltt appeared & ye sd Nath came and defended ye force &c and said that he never promised sd John in manner and form and thereof prayd Judgment of sd Justice and the said John likewise — The parties having been heard and ye premises by sd Justice being understood ye said Justice found for ye said John 20/ Damages & Cost of Court It was therefore considered by said Justice that ye said John should recover against ye sd Nathaniel 20/ of lawful mony damages and Cost of Court taxed at 9/ & therefor &c — The said Nathaniel in his proper person appeals from ye Judgment of said Justice to this Court and he Entered into Bond to prosecute &c And now The said parties by their respective attornies viz: ye Appellant by Joseph Hawley esqr and ye Appellee by Jona Ashley Junr Gent come here and refer ye Case to ye final Determination and Award of Messrs Salah Barnard, Samuel Field and William Billings or any two of them / Arbitrators mutually Elected by the said parties / to be determined according to Law and Evidence ye said Award to be made upon ye premises and returned into this Court so soon as may be and ye said parties have a day &c

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Dickinson
Appt vs
Birge

Benjamin Pulsipher of Conway in ye county of hampshire yeoman pltff
Aaron Ives of said Conway yeoman Deftn in a plea of ye Case for that ye said Aaron at said Northampton on ye first day of Octo 1786 by his note of that date for Value then and there of him ye said Benjamin rec promised the said Benjamin to pay him Thirty five pounds lawful mony at or before the fifteenth day of Octo then next after ye Date of said Note with lawful interest for ye same from ye said fifteenth day of October last aforesaid till paid Yet ye said Aaron tho often requested hath never paid ye same nor any part thereof to him ye said Benjamin but unjustly neglects and wholly refuses to do it To ye Damage of ye said Benjamin the sum of Fifty pounds

Pulsipher
vs
Ives
29

The pltt appears by Jonathan Ashley Junr Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court. It is therefore considered by ye Court that ye said Benjamin do recover against the sd Aaron thirty five pounds 14/ of lawful mony damages and Cost of Court taxed at one pound 16/10 and thereof he may have his Execution

The said Aaron afterwards comes into Court by William Billings Gent his Attorney and appeals from ye Judgment of this Court to ye Superior Court of Judicature to be holden at Springfield in & for ye County of hampshire on ye fourth Tuesday of September next Ensuing, And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by sd recognizance as on file it appears

John Ely of Springfield in ye County of hampshire yeoman pltff vs Enoch Coe of Granville in ye County aforesd yeoman Deft in a plea of ye Case for that sd Enoch at said Granville on ye 24th day of Octo 1786 by his note of ye date for Value rec promised said John to pay him Eight pounds mony by ye 24th day of Octo then with interest till paid &c as in ye Writ — The pltt appears by Justin Ely Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye sd John recover against ye said Enoch Eight pounds 3/6 of lawful mony damages & Cost of Court taxed at one pound 7/4 and thereof &c

Ely
vs
Coe
30

Neal McLean of Hartford in ye County of Hartford & Colony of Connecticutt Physician pltff vs Shem Burbank of Suffield in ye County of Hampshire Gent and Abraham Burbank of Springfield in ye County aforesd Gentn Deftn in a plea of ye Case for that said Shem and Abraham at a place called Hartford in said Northampton on ye Eleventh day of April last past by their promissory note in writing under their own hands of that date for Value their rec promised ye pltff / by ye Name of Doctr Neill McLean / to pay him ye sum of thirteen pounds 5/7 in three months from ye Date said Note, Yet said Shem & Abraham or either of them have never paid sd Sum or any penny thereof to the pltff But they and each of them neglect & deny to do it altho the Time of payment

McLean
vs
Burbank
33

494 Payment is long since past & altho often thereto requested To ye Damage of
McLean the said Neil Fifteen pounds — The ptt appears by Justin Ely Gent his
vs attorney and ye Defts being three times publickly called makes Default of
Burbank appearance in Court It is therefore considered by ye Court that ye Neil
recover against ye Shem & Abraham Thirteen pounds 6/7 of lawful mony
damages & Cost of Court taxed at two pounds 6/11 and therefor &c
The said Shem & Abraham afterwards come here by Jonathan Bliss Gent their
att and appeal from ye Judgment of this Court to ye Superiour Court of
Judicature to be holden at Springfield in and for ye County of Hampshire
on ye fourth Tuesday of September next and he recognizes with Sureties as
ye Law directs for their prosecuting ye Appeal with Effect as by s recognizance
as on file it appears

Cartwright Christopher Cartwright of Sharon in ye County of Litchfield & Colony of Connecticut yeoman
vs ptt vs ~~Sylvanus Dudley late of Springfield in ye County of Hampshire yeoman~~ Gershom
Martindale Martindale of Lenox in ye County of Berkshire yeoman Defts in a plea of ye Case
&c for that said ~~Sylvanus and~~ Gershom and one Sylvanus Dudley at Stockbridge on ye Ninth day of Nov 1761
by their note of that date for Value rec promised s Christopher to pay him
Six pounds mony within one year with Interest till paid &c as in the Writ
31 The ptt appears by Justin Ely Gent his att and ye Deft being three times publickly
called makes default of appearance in Court — It is therefore considered by ye
Court that ye s Christopher recover against ye s ~~Sylvanus and~~ Gershom Eight
pounds 19/ 0½ of lawful mony damages & Cost of Court taxed at £2.. 17.. 0 and therefor &c
Execn is 9th Mar 1770

Billing John Billing of Amherst in ye County of Hampshire yeoman ptt vs Jeremiah Gould
vs of Shutesbury in ye County aforesd yeoman Deft in a plea of ye Case for that s Jeremiah
Gould at Amherst on ye third day of April 1769 by his note of that date for Value
rec promised s John to pay him five pounds 13/ on or before ye first day of June
next & ye Interest for so long time afterwards as it should remain unpaid &c as in ye Writ
35 The ptt appears by Simeon Strong esq his att and ye Deft being three times publickly
called makes default of appearance in Court — It is therefore considered by
the Court that ye said John recover against ye s Jeremiah five pounds 19/ 3½ of
lawful mony damages and Cost of Court taxed at one pound 17/ and therefor &c
Execn is 9th Mar 1770

Henry Samuel Henry of Shutesbury in ye County of Hampshire yeoman ptt vs Oliver Gaylord
vs of South Hadley in said County yeoman Deft in a plea of ye Case for that s Oliver at s aforesd
Gaylord Northampton on ye 10th day of Nov 1769 by his note of that date for Value rec promised
s Samll to pay him thirty two Gallons of good West India Rum at ye Value of 5/ by ye Gallon
36 & to deliver ye same to s Samuel at ye dwelling house of Abel Chapin in Springfield in ye County
aforesd on or before ye tenth day of Dec then next and s Samll says he was always ready at ye place of Delivery to
receive said Rum of said Oliver — Also for that s Oliver of Springfield aforesd on ye 20th Day of
Dec 1769 by his other note of that date for Value rec promised s Samll to pay him
the Value of two pounds 13/ in good Salt at ye price of 3/ by ye Bushel and to deliver
the same to said Samuel at ye house of Abel Chapin aforesd on demand and s
Samuel says he was always ready at ye same place of Delivery to receive s
Salt of said Oliver Yet said Oliver tho often requested hath never performed his
said promises or either of them but neglects it To ye Damage of ye s Samuel
Ten pounds The ptt appears by Simeon Strong esq his att and ye Deft being three
times publickly called makes default of appearance in Court — It is therefore
considered by ye Court that ye said Samuel ~~should~~ recover against ye s Oliver
Seven pounds 9/ 0 of lawful mony damages and Cost of Court taxed at
one pound 17/ 10 and thereof he may have his Execution
The said Oliver afterwards comes here by Moses Bliss esq his attorney and
appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be
holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday
of September next Ensuing And he recognizes with Sureties as ye Law directs
for his prosecuting ye appeal with Effect as by s recognizance as on file appears

The foregoing Judgments Orders appeals &c being made & entred
up in Manner aforesaid the said Court was adjourned without
Day —

Attest Wm Williams Clerk —

Hampshire ss — Anno Regni Georgii Tertii Regis magnæ Britaniæ, Franciæ, & hiberniæ Decimo — 1770

May Term 1770

At the Inferiour court of common pleas holden at Springfield within and for ye County of hampshire on ye third Tuesday of May being the fifteenth day of ysaid Month (and de die in diem to ye Eighteenth day of the same month Anno Domini 1770

Present — Israel Williams Esq, Oliver Partridge Esq, Timothy Dwight Junr Esq, Thomas Williams Esq

Jury of Trials — Joseph Ashley 2d Foreman, Joseph Bedortha 2d, Thomas Ely, Noah Cook, Thomas Dewey, Jonathan Chapin, Daniel Smith, David Jones, Thomas Blodget, John Nilson, David Dewey — de Tal

Isaac Colton of Springfield in each Case

Continued Actions

William Arms of Deerfield in ye County of hampshire yeoman pltff vs John Hinsdell of Deerfield aforesaid yeoman Deft in an Action of Debt as at large on record of ye preceeding Terms, And ysaid parties (and one David Arms of Deerfield also who makes himself a party to this Rule now come here viz: ysaid William and David by Simeon Strong esq and ysaid John in his proper person and submit this Action with all demands subsisting between ysaid parties to ye award, Arbitrament and final determination of Oliver Partridge esq William Williams esq and Moses Bliss esq or any two of them to be by them heard and determined in Equity, And it is likewise agreed between ye parties that all controversies relative to ye late burning of ye house of ysaid hinsdell shall be considered & determined and that all Actions and demands which ye Hinsdell has or might have against ysaid David Arms on Account thereof shall be considered as against ye William & all such damages as they might award against ye David on Acct of ye same shall be awarded agst ye Willm & judgment be rendered accordingly & it is further agreed that no regard shall be had by ye Arbitrators to any award heretofore made between said parties But all matters shall be considered & determined as tho no such award had been made excepting only that such Costs & Expences as have been incurred in ysaid Arbitration as well as all other Costs & Expences that have arisen by means of Disputes & Controversies between ye parties shall be considered & determined in Equity & ye Judgment rendered on ye report of ysaid Arbitrators shall be final, Also be a Bar to any future Action or Actions that might be brought by ye John against said David The said award to be returned to this Court so soon as may and ysaid parties have a further day &c

Arms vs Hinsdell

Israel Williams of Hatfield in ye County of Hampshire esq & Moses Graves of Pittsfield in ye County of berkshire Gentn Partners & joint dealers in Trade pltfs vs John Strickland late of Hadley in ye County of hampshire Deft in a plea of ye Case as at large on record of ye preceeding Terms — The pltfs at this Term to which this Action was continued come here by Simeon Strong esq and ysaid John by Joseph Hawley esq his Atty come & defend ye force & when &c and says that he never promised ye pltfs in ye Original Writ named in manner & form as is therein against him declared and alledged and thereof puts himself on ye Country — And ysaid Israel & Moses by their Atty above named reserving Liberty to themselves to waive this demurrer on ye trial of ye appeal & join ye Issue Tendred say that ye aforesaid plea of ye John & the matters therein contained are not sufficient in law to oblige them ysaid Israel and Moses to answer thereto to which they are under no necessity nor bound by Law of ye Land to answer, Wherefore they pray Judgment for damages & Costs — And said John consenting says his plea is sufficient — Thereupon ye premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ysaid Court of ysaid Lord ye King that ye plea aforesd of ye John & the matters therein contained are sufficient in Law to preclude ye said Israel & Moses from having their aforesd Action maintainded against ye John therefore

Williams esq Atty vs Strickland

496

Williams ptt vs Brickland

Therefore it is considered that ye said Israel and Moses by their plea aforesd have nothing &c It is also considered that ye said John recover against ye said Israel & Moses £ of lawful mony allowed him with his agent for his Cost in defending ye suit of the sd Israel and Moses — The said Israel & Moses by their attorney aforesaid appeal from ye judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within & for the County of hampshire on ye fourth Tuesday of September next Enouing And he recognizes with Sureties as ye Law directs for their prosecuting the appeal with Effect as by sd recognizance as on file it appears

Wright &c vs Chapin

Moses Wright, Stephen Wright, Caleb Wright and Elisha Wright all of Springfield in ye County of hampshire yeomen and Luke Montague of South hadley in County Gent and Deborah his Wife which said Luke ones by his sd Wife pltfs vs William Chapin of Springfield aforesd yeoman Deft in a plea of Entry on Disseisin as at large on record of ye preceeding Terms — And now at this Term the said demandants come here by Joseph Hawley and John Worthington Esqrs their attornies and ye said William by Moses Bliss & Simeon Strong esquires his attys comes and defends ye force and Injury &c and for plea says that ye sd Thomas Terry never Disseised ye said Henry Wright in manner & form as ye sd demandants in their declaration have alledged & thereof put himself on ye Country — And the said Demandants likewise — Thereupon ye Surors at this Time according to ye form & Effect of ye Statutes in this Behalf provided returned & impanelled duly called likewise come here Who to say ye truth concerning ye premises being duly sworn ~~to Joseph Ashley Foreman, and~~ it is moved by ye sd Wm Chapin ye Jury may by order of this Court have a view of ye lands demanded by ye said demandants, and thereupon this Court are pleased to order that ye sd Jury proceed to ye place where ye said lands lie and that Mess Elisha Wright & Wm Chapin shew ye said Lands to ye Jury and having taken a View of ye said Lands the said Surors after a full hearing by Mr Joseph Ashley their foreman declare upon their Oath that they find for ye sd William ye Deft Cost of Crt

It is therefore considered by ye Court that ye said William recover against the said Demandants the sum of £ of lawful mony allowed him with his agent for his Costs in defending ye suit of ye said Demandants

The said Demandants by John Worthington esq their Att ~~and~~ appeal from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of hampshire on ye fourth Tuesday of September next Enouing And he recognizes with Sureties as ye Law directs for their prosecuting the appeal with Effect as by sd Recognizance as on file it appears

Pettebone vs Gleason

Ozias Pettebone of Simsbury in ye county of hartford & Colony of Connecticutt Gent pltff vs Ephraim Gleason of Granville in ye county of hampshire yeoman Deft in a plea of Trespass on ye Case as at large on record of ye last Term — The pltff at this Term appears by John Phelps Gent his att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Ozias recover against ye said Ephraim four pounds 10/B of lawful mony Damages and Cost of Court taxed at two pounds 11/6 and thereof &c — Execn is 12th July 1770

Idem vs Bull

Ozias Pettebone of Simsbury in ye County of Hartford and Colony of Connecticutt Gent pltff vs Amos Bull of Granville in ye county of hampshire yeoman Deft in a plea of Trespass on ye Case as recorded at large ye last Term — The pltff appears by John Phelps Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Ozias recover against ye said Amos four pounds 0/B of lawful mony damages and Cost of Court taxed at two pounds 11/6 & thereof &c — Execn is 12th July 1770

Dickinson Appt vs Birge

Nathaniel Dickinson of Deerfield in ye County of Hampshire yeoman appellant vs John Birge of ye Deerfield Feltmaker ~~Deft~~ Appellee from ye Judgmt of Thomas Williams Esq at a Trial of ye Action before him at which Trial ye sd John was pltff and ye said Nathaniel Deft in a plea of ye Case as was recorded at large ye last Term — And now at this Term ye parties come here & ye referees to whom this case was submitted now bring in their Award in these words viz having heard the pleas and allegations on both sides and maturely considered ye Evidence on both sides We do award and determine that ye said Nathaniel do recover against the said John the Cost of this Arbitration being one pound and thirteen shillings and likewise his Costs of both ye said Courts

It is therefore considered by ye Court that ye said Nathaniel recover against ye said John five pounds 10/B of lawful mony allowed him for his ~~agent~~ Costs in defending ye suit of ye said John — Exn is 29th Octo 1770

Nash vs Alvord No 1

Joseph Nash of South Hadley in the County of Hampshire yeoman pltt vs Elijah Alvord of sd South Hadley Innholder Deft in a plea of ye Case for that said Elijah at Springfield aforesd on ye 13th day of March 1768 by his Note of that date for Value rec promised one Phillip Alexander to pay him or his order five pounds 10/B lawful money on demand and afterwards at Springfield aforesaid on ye first day of February past by his Indorsement ordered ye Contents of said note to be paid to said Joseph of all which said Elijah instantly had notice in consideration thereof promised said Joseph to pay him sd Contents on demand Yet Writ

The pltt appears by Elisha Porter Gent his attr and ye Deft being three times publickly called makes default of appearance in Court

Therefore it is considered by ye Court that ye sd Joseph recover against ye said Elijah five pounds 10/B of lawful money damages and Cost of Court taxed at one pound 11/1 therefor &c Exec is 11th June 1770

Marshall vs Gaylord No 3

John Marshall of South Hadley in ye County of Hampshire Gent pltff vs Oliver Gaylord late of sd South Hadley yeoman Deft in a plea of ye Case for yt sd Oliver at sd South Hadley on ye last day of March last past being justly indebted to ye said John in ye Sum of two pounds 1/1 lawful money for sundry Articles of Book act according to ye Act annexed to ye Writ he ye sd Oliver then and there in consideration thereof promised ye said John to pay him ye same sum on demand Yet ye same Oliver tho often requested has never performed his said promise But neglects and refuses to do it To ye damage of sd John three pounds — The pltt appears by Elisha Porter Gent his attr ye Deft being three times publickly called makes default of appearance here

His therefore considered by ye Court that ye said John recover against ye sd Oliver two pounds 1/1 of lawful money damages & Cost of Court taxed at £1,11,3 & therefor

The said Oliver afterwards at this Term comes here by Justin Ely Gent his attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by sd recognizance as on file appears

Warner vs Condem No 4

Jonathan Warner of Hadley in ye County of Hampshire Trader pltff vs Oliver Gaylord of South Hadley in ye same County yeoman Deft in a plea of ye Case for ye said Oliver at sd Hadley on ye sixth day of August last past by his note of ye same date for Value rec promised ye said Jonathan to pay him ye sum of Sixteen pounds lawful money to be paid in West india Goods or Salt &c to be delivered at ye Markets price at Chicobie in ye same County a Year before ye first day of February then next after ye date of ye same note Yet ye said Oliver tho often requested has never delivered to ye sd Jonathan either West India Goods or Salt to ye Value of ye said Sum of sixteen pounds agreable to ye Contents of ye aforesd note or any part of ye same altho ye said Jonathan was always ready at ye time & place of delivery to accept and receive ye same but ye said Oliver hitherto has & still does neglect and refuse to do it To ye Damage of ye sd Jona Twenty pounds — The pltt appears by Elisha Porter Gent his attr & ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Jonathan recover against ye said Oliver sixteen pounds 5/6 of lawful money Damages & Cost of Court taxed at one pound 13/6 and therefor &c

The said Oliver afterwards at this Term comes here by Justin Ely Gent his attr and appeals from ye Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield in & for the County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye Appeal with Effect as by said recognizance as on file it appears

Warner vs English No 5

Jonathan Warner of Hadley in ye county of Hampshire Trader pltff vs William English lately of Pelham in ye County aforesd yeoman Deft in a plea of ye Case for that sd Wm at sd Hadley on ye first day of April instant being justly indebted to said Jonathan in ye sum of two pounds 1/B lawful money for sundry articles of Book Act according to ye act annexed to ye Writ sd William in consideration thereof promised sd Jonathan to pay him ye same on demand &c as in ye Writ — The pltt appears by Elisha Porter Gent his attr ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye sd Jona recover against ye said Wm Two pounds 1/B of lawful money damages & Cost of Court taxed at one pound 11/1 and therefor &c Execn is 3d Sept 1770

Taylor vs Stiles No 6

Asahel Taylor of Springfield in ye County of Hampshire yeoman pltff vs Daniel Stiles of Westfield in ye same County yeoman Deft in a plea of ye Case for that sd Daniel at Springfield on ye 19th day of Dec 1769 by his note of that date for Value rec promised sd Asahel to pay him seven pounds lawful money by ye first of April then next in Corn or Wheat at money price &c as in ye Writ — The pltt appears by John Phelps Gent his attr ye Deft being three times publickly called makes default of appearance here His therefore considered by ye Court that ye said Asahel recover against ye sd Daniel seven pounds 11/6 of lawful money damages and Cost of Court taxed at one pound 4/4 and therefor &c — Execn is 16th July 1770

490

Noble vs Lee

No 7

Samuel Noble of Westfield in the County of Hampshire yeoman pltff vs Daniel Lee of ye sd Westfield yeoman Deft in a plea of ye Case for that ye sd Daniel at ye sd Westfield on ye ninth day of April 1763 by his note of that date for value rec promised said Samuel to pay him or order four pounds 6/8 lawful money on demand with Interest till paid &c as in ye Writ — The pltff appears by John Phelps Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Samuel recover against ye said Daniel four pounds 11/8 of lawful money damages and Cost of Court taxed at one pound 10/10 Thereof &c

Wright's Adm vs Sacket

No 8

Ithamar Wright of Brookfield in ye County of Worcester yeoman Adm on ye Estate of Gershom Wright late of Westfield in ye County of Hampshire Blacksmith Ded intestate pltff vs Benoni Sacket of ye sd Westfield yeoman Deft in a plea of ye Case for that said Benoni at said Westfield on ye 14th day of April 1763 by his note of that date for value rec promised ye sd Ithamar to pay him in ye sd Capacity of Adm two pounds 12/ on demand with Interest &c as in ye Writ — The pltff appears by John Phelps Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Ithamar recover against ye sd Benoni three pounds 1/8 of lawful money damages & Cost of Court taxed at one pound 16/ Thereof &c — Execn is 17th July 1770

Mosley vs Strong

No 9

John Mosley of Westfield in ye County of Hampshire Gent pltff vs Ezra Strong of Litchfield in ye County of Berkshire yeoman Deft in a plea of ye Case for that sd Ezra at said Springfield on ye 27th Day of Feby last past by his note of ye date for value rec promised sd John to pay him or order two pounds 12/ lawful money on demand with Interest till paid &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said Ezra two pounds 12/3 of lawful money damages and Cost of Court taxed at one pound 16/8 Thereof &c

Burbank vs Hitchcock

10

Shem Burbank of Sufield in ye County of Hampshire Gent pltff vs Stephen Hitchcox of Granville in ye same County yeoman Deft in a plea of ye Case for that said Stephen at said Springfield on ye fifth day of April 1763 by his note of that date for value rec promised said Shem to pay him four pounds 13/4 lawful money on demand with Interest till paid &c as in the Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Shem recover against ye sd Stephen four pounds 13/4 of lawful money damages and Cost of Court taxed at one pound 11/10 and thereof &c — Execn is 29th June 1770

Sedgwick vs Watson

11

Gurdon Sedgwick of Westfield in ye County of Hampshire yeoman pltff vs Herman Watson of Southampton in ye County of Berks yeoman Deft in a plea of ye Case for that said Herman at said Westfield on ye 31st day of July 1763 by his note of that date for value rec promised sd Gurdon to pay him Eight pounds 5/ in good Wheat or Rum at ye Market price at or before ye 4th day of Jany then next and deliver ye same at Westfield by ye Day of payment aforesaid &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Gurdon recover against ye said Herman Eight pounds 13/4 of lawful money Damages and Cost of Court taxed at one pound 10/10 Thereof &c — Execn is 17th July 1770

Knox vs Fowler

12

William Knox of Blandford in ye County of Hampshire Gent pltff vs David Fowler of Westfield in said County yeoman Deft in a plea of ye Case for that ye sd David at sd Springfield on ye seventh day of April 1763 by his note in writing under his hand of that date for value rec promised one Bildad Fowler to pay him or order ye sum of thirty one pounds 13/2 upon demand with Interest till paid — and afterwards at said Springfield on ye 26th Day of March last past no part of ye Contents of said note having been paid to ye sd Bildad he ye sd Bildad by his Indorsement on ye Back of said note with his own hand subscribed indorsed ye same note over to ye said William and ye said Bildad by his sd Indorsement directed and ordered ye said David to pay ye Contents of ye sd Note then wholly due and unpaid to ye said William Knox or his order for value of him rec whereof he ye said David then and there had notice & by reason thereof became chargeable and liable to pay ye Contents of ye sd Note to ye sd William Knox on demand, In consideration thereof he ye sd David on ye same 26th Day of March afores at said Westfield undertook & promised ye said William Knox to pay him ye Contents of said note with ye Interest on demand — Yet ye said David tho often thereto requested hath not performed his said promise but he wholly neglects it To ye Damage of ye sd William fifty pounds — The pltff appears by John Phelps Gent his Attr And ye said David Fowler by John Worthington Esq his attr comes into Ct and reserving to him self ye Liberty of making a new plea and ye benefit of appeal now pleads says that ye Bond declared on is not his Act & Deed and thereof puts himself on ye Country — And ye sd William by his Attr above

agreeing to ye reservation aforesd says that ye said Davids plea above pleaded and ye matters therein contained is an Insufficient answer to his declaration and that he is not holden by ye Law of ye Land to answer thereto all which he is ready to prove Wherefore he prays Judgment thereof and for his damages & Cost — And ye said David says his plea aforesd is sufficient & thereof prays Judgment and for his Costs Thereupon all and singular ye premises being seen & fully understood by ye Court of ye Lord ye King now here for that it appears to ye said Court that ye plea aforesaid of ye said David by him in manner and form above pleaded and ye matters therein contained are not sufficient in Law to preclude ye said William from proceeding in his Action against ye said David or from his damages aforesd — It is therefore considered by ye Court that ye said William recover against ye said David forty six pounds 3/4 of lawful mony damages & Cost of Court taxed at one pound 13/6 and thereof he may have his Execon

The said David by his attorney aforesd appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfd in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Knox vs Fowler

Daniel Mosely of Westfield in ye County of Hampshire yeoman pltff vs Solomon Lothrop of Pittsfield in ye County of Berkshire yeoman Deft in a plea of ye Case for that ye said Solomon at said Westfield on ye 11th Day of Feby 1769 by his note of that date for Value rec promised ye said Daniel to pay him ye Sum of seven pounds lawful mony at or before ye 11th day of March 1770 with ye lawful interest after five months from ye date till paid & ye said Daniel says that ye time for ye payment of ye same note hath elapsed, yet ye said Solomon tho often thereto requested hath never paid ye same or ye Interest thereof or any part of either principal or Interest but he wholly denies to do it To ye Damage of ye said Daniel nine pounds

The pltff appears by John Phelps Gent his attn and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye said Daniel recover against ye said Solomon seven pounds 7/4 of lawful mony damages & Cost of Court taxed at £1 " 11 " 10 & thereof &c

The said Solomon afterwards at this Term comes here by Woodbridge Little Gent his attorney and appeals from ye Judgment of this Court to ye Superiour Crt of Judicature to be holden at Springfield within & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Mosley vs Lothrop

13

James Baird of Blandford in ye County of hampshire yeoman pltff vs Joseph Wright of Pittsfield in ye County of berkshire yeoman Deft in a plea of Trespass on ye Case for that Whereas he ye said James at sd Blandford on ye sixth day of Novr 1769 bargained and agreed with him ye said Joseph for and concerning a certain Gelding Horse then & there proposed to be sold by him ye said Joseph to ye said James for ye price of four pounds 10/ lawful mony which said monies were then & there paid by ye said James unto ye sd Joseph he ye said Joseph did then & there assume & warrant to ye sd James that ye sd Horse so bargained & sold by him ye said Joseph was ye proper Horse of him ye said Joseph and that ye same Horse did of right belong and appertain to him ye said Joseph whereas in Truth ye same Horse was at ye time of ye said Bargain & Sale ye proper Horse of one Samuel Loomis of Great Barrington in ye County of Berkshire yeoman and did of right belong & appertain to him ye said Samuel Loomis who by due Course of Law took ye same horse from ye said James at ye last Term of ye Superiour Court that was holden at sd Great Barrington for sd County of Berkshire And ye said James has been compelled to expend & pay out in defending his right to sd Horse large sums of mony, And ye said Joseph did then and there falsly and deceitfully sell ye said Horse to ye sd James & did accordingly then and there deliver ye said Horse to ye said James as the proper horse of him ye said Joseph with such Warranty as afore said to ye damage of ye said James as he saith Twenty pounds

The pltff appears by John Worthington esq & John Phelps Gent his Attys and ye said Joseph Wright by Joseph Hawley esq & Woodbridge Little Gent his attornies comes and defends &c And says that he is no guilty in manner & form as is alledged against him in this Writ & thereof puts himself on ye Country — And ye said James Baird by his Attys above named reserving to himself Liberty of waiving this demurrer at ye trial of the appeal and join ye Issue Given by ye Deft for plea says that ye plea above pleaded by ye sd Joseph is an insufficient answer to ye pltffs declaration and that ye said James is not holden by ye Law of ye Land to make answer

Baird vs Wright

14

500

Baird vs Wright

Damages and Cost may be adjudged to him — And ye said Joseph Wright consenting to ye above reservation made by ye said James says his plea above pleaded is sufficient — Thereupon the premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye Court of ye said Lord ye King that ye plea aforesd of ye said Joseph and ye matters therein contained are sufficient in Law to preclude ye said James from having his aforesd action maintained against ye said Joseph Therefore it is considered that ye said James by his plea aforesd have nothing &c. It is also considered that ye said Joseph do recover against ye said James one pound 6/8 of lawful money allowed him with his assent for his Costs in defending ye Suit of ye said James. and therefor &c

The said James by one of his Attornies aforesd viz: John Phelps Gent and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Henshaw vs Stillman

Benjamin Henshaw of Middletown in ye County of Hartford & Colony of Connecticutt Merchtt pltff vs John Stillman of Sandisfield in ye County of Berkshire Gent Deft in a plea of ye Case for that said John at Springfield on ye 21st day of May 1766 by his note of that date for Value Recd promised said Benjamin to pay him or his order Twenty four pounds Lawful money in Potash at ye Market price in Boston deducting charges with Interest till paid &c as in ye Writ — The pltff appears by Woodbridge Little Gent his Attorney and ye Deft being three times publickly called makes default of appearance in Court. His therefore considered by ye Court that ye said Benjamin recover against ye said John twenty nine pounds 15/0 of lawful money damages and Cost of Court taxed at two pounds 2/10 & therefor &c — Execn is Augt 15 1770

Christophers & al vs Spencer

Richard Christophers yeoman Matthew Sears yeoman Elijah Attwood yeoman & Jabez Chapman yeoman all of East Haddam in ye County of Hartford & Colony of Connecticutt Merchants in company pltfs vs William Spencer of Sheffield in ye county of Berkshire yeoman Deft in a plea of ye Case for that s^d William at Springfield on ye Eighth day of Feby 77 by being justly indebted to s^d Richard Matthew, Elijah and Jabez ye Sum of Sixteen pounds 4/11 lawful money to balance Acct according to ye Acct annexed to ye Writ then and there in Consideration thereof said William promised said Richard, Matthew, Elijah & Jabez to pay them ye Sum of Sixteen pounds 4/11 on demand, yet s^d William altho' often thereto requested hath never paid ye same Sum but unjustly neglects & refuses to do it to ye Damage of ye s^d Richard, Matthew, Elijah & Jabez Seventeen pounds The pltfs appear by Woodbridge Little Gent their Att^y And ye s^d William by Mark Hopkins Esqr comes & defends &c and says, that he never promised in manner and form as ye s^d Richard Matthew, Elijah and Jabez in their s^d Declaration against him have alledged and thereof puts himself on ye Country — And ye s^d Richard Mathew, Elijah and Jabez by their Att^y aforesd reserving to themselves ye Liberty of waiving this demurrer on ye Trial of ye appeal and then joining ye Issue above tendred and ye plea by ye said William above pleaded & ye matters therein contained are an insufficient answer to their declaration that they have no necessity nor are they holden by ye Law of ye Land to make answer thereto which they are ready to verify Wherefore they pray that their damages & Cost may be adjudged them — And ye said William consenting to s^d reservation says his plea is sufficient — Thereupon ye premises being seen & fully understood by ye Court of ye Lord ye King for that it appears to ye Court that ye plea aforesaid of ye s^d William & ye Matters therein contained are sufficient in Law to preclude ye s^d Richard Matthew, Elijah and Jabez from having their aforesd Action maintained against him ye s^d William, Therefore it is considered that ye s^d Richard Matthew Elijah & Jabez by their plea aforesd have nothing &c It is also considered that ye s^d William recover against ye said Richard Mathew Elijah & Jabez one pound 6/8 of lawful money allowed him for his Cost in defending ye Suit of ye s^d Richard Matthew, Elijah and Jabez — The s^d Richard Mathew Elijah & Jabez by their Att^y aforesd appeal from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes with Sureties as ye Law directs for their prosecuting ye appeal with Effect as by s^d recognizance as on file it appears

Jeffery vs Laymand

John Jeffery of Hartford in ye County of Hartford and Colony of Connecticutt Trader pltff vs Clement Laymand of Egremont in ye County of Berkshire Blacksmith Deft in a plea of ye Case for that said Clemard on ye last day of April last past being justly indebted to s^d John ye Sum of ten pounds 15/7 3/4 New York currency which is equal to Eight pounds 1/8 3/4 lawful money to balance Acct according to ye Acct annexed to ye Writ in Consideration thereof s^d Clemard promised s^d John to pay him ye same on demand &c as in ye Writ — The pltff appears by Mark Hopkins esq^r his Att^y and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye s^d Clement Eight pounds 1/8 3/4 of lawful money damages & Cost of Court taxed at two pounds 3/8 & therefor &c — Execn is Augt 4th 1770

Ebenezer Robinson of Plainfield in ye County of Windham and Colony of Connecticut Physician pltt vs Daniel Case of ye New plantation called ~~New~~ Hoosuck in ye County of Berkshire yeoman Deft in a plea that ye said Daniel render to said Ebenezer three pounds 2/10/0 lawful money which to him ye s^d Ebenezer ye said Daniel justly owes & from him unjustly detains, And whereof ye said Ebenezer says that at an Inferiour Court of common pleas holden at Providence on ye third monday of June ye s^d Ebenezer by ye judgment of ye same Court recovered against said Daniel Two pounds 13/0 lawfull for his damages by reason of ye s^d Daniel not performing his promise before that time made to ye said Ebenezer & also for ye sum of 19/10/0 like mony for his cost by him about his Suit in that behalf expended whereof s^d Daniel is convict as by ye Record thereof is manifest and appears which Judgment remains in full force not satisfied nor reversed whereby action hath accrued to ye said Eben^r to demand of ye said Daniel ye sums aforesd &c as in the Writ The pltt appears by Woodbridge Little Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Ebenezer recover against ye said Daniel three pounds 10/0/0 of lawful mony Debt and Cost of Court taxed at two pounds 12/6 & thereof &c — Execn is 19th May 1770

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Robinson vs Case

18

Cornelius Van Schaak of Henderhook in ye County of Albany and in ye province of New York Esqr pltt vs Joseph Wright of Litchfield in ye County of Berkshire yeoman Deft in a plea of ye Case for that said Joseph at Springfield on ye 18th Day of July 1766 by his note of that date for Value rec promised s^d Cornelius to pay him or his order Six pounds 10/ York mony which is equal to four pounds 6/8 lawful money on demand with Interest till paid &c as in ye Writ The pltt appears by Woodbridge Little Gent his Att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye s^d Cornelius recover against ye s^d Joseph Six pounds 10/3^cy/ of lawful mony Damages and Cost of Court taxed at two pounds 6/8 & thereof &c — Execn is 14th Augt 1770

Schaak vs Wright

19

Woodbridge Little of Litchfield in ye County of Berkshire Gent pltt vs Samuel Cooley of Springfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Samuel at s^d Springfield on ye 17th Day of April last past by his note of that date for Value rec promised s^d Woodbridge to pay him or his order two pounds 18/8 lawful mony on demand with Interest &c as in ye Writ The pltt appears in his proper person and ye Deft being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye said Woodbridge recover against ye s^d Samuel three pounds 2/8 of lawful mony damages and Cost of Court taxed at two pounds 1/0 & thereof &c — Execn is 2d June 1770

Little vs Cooley

20

Jonathan Whaples late of Sandisfield in ye County of Berkshire yeoman pltt vs Robert Moor of Stafford in ye County of Hartford s^d Colony of Connecticutt yeoman Deft in a plea of ye Case for that said Robert at Springfield on ye 27th Day of april 1767 by his promissory note in writing under his hand that date for Value rec promised ye s^d Jonathan to pay him ye Value of thirty four pounds 10/ in neat cattle at Cash price within three years from ye Date of said note with lawful interest for ye same till paid to be delivered at ye Dwelling house of John Moor in Stafford aforesd, Yet ye s^d Robert tho often requested hath never paid ye same in neat Cattle tho ye pltt was always ready at s^d John Moors house aforesd to receive ye same nor hath ye said Robert any way paid satisfied ye same or any way fulfilled his said promise but unjustly neglects it To ye Damage of ye s^d Jonathan Fifty pounds — The pltt appears by John Worthington Esqr and ye Robert by Joseph Hawley esq^r his att^y comes & defends &c and reserving liberty to alter ye following plea on ye Trial of ye appeal says that ye Consideration which he rec for ye promise declared of was not of half ye Value of ye Neat Cattle which he promised ye pltt & this he is ready to verify & thereof prays Judgment & that this action may be barred — And ye s^d Jona by his att^y abovenamed agreeing to ye s^d Roberts reservation says that ye plea of ye said Robert above pleaded is an insufficient answer to his declaration and that he has no need & that he is not held by ye Law of the Land to reply thereto Wherefore he prays Judgment of ye s^d plea & that he may not be barred of his s^d Action but that he is damages & Cost may be adjudged him, And ye s^d Robert says his plea is Sufficient

Whaples vs Moor

21

Thereupon all & singular ye premises being seen & fully understood by ye Court & Lord ye King now here for that it appears to ye s^d Court that ye plea aforesd of ye said Robert by him in manner & form above pleaded & the matter therein contained are not sufficient in law to preclude ye s^d Jonathan from proceeding in his s^d Action or from his Damages aforesd — Therefore it is considered by ye Court that ye s^d Jona recover against ye s^d Robert forty pounds 16/3 lawful mony damages and Cost of Court taxed at one pound 19/0 and thereof &c

The s^d Robert by his att^y above appeals from ye judgment of this Court to ye Superiour Ct of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by s^d Recognizance on file it appears

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Arnold vs Phelps

Whereas Benedict Arnold of New Haven in y County of New Haven Colony of Connecticutt yeoman before our Justices of our Inferiour Court holden at Springfield in & for y County of Hampshire on y third Tuesday of May last by y Consideration of s Justices recovered against Solomon Phelps late of Hadley in y County of Hampshire Gentn Twenty pounds 0 s 0 d lawful mony damages two pounds 11 s 2 d for Cost by him about his suit in that Behalf expended Whereof s Solomon is convict as appears of record & whereas s Benedict afterwards on y 31st day of s May sued out our Writ of Execon upon y judgment afores directed to y Sheriff of our s County his under Sheriff or Deputy & returnable into our s Inferiour Ct then next to be holden at Springfield on y last Tuesday of August last & afterwards delivered s Execution to William Bynchon Esq then & still a Deputy Sheriff under Solomon Stoddard Esq Sheriff of our said County to be executed according to law but y s Solomon could not be found or taken by said Execon, & afterwards at s Inferiour Court last mentioned said William made return of s Execon and Indorsed thereon that he could not find said Solomon in his precinct, as to us appears of record & whereas said Benedict afterwards on y sixth day of Octo last sued out our Alias Writ of Execon upon y judgment afores directed to y Sheriff afores his under Sheriff or Deputy & returnable into our said Inferiour Court then next to be holden at Northampton on y second Tuesday of November then next which s Writ of Execon said Benedict on y same day of s Octo delivered to one Samuel Belding a Deputy Sheriff under Solomon Stoddard Esq Sheriff of s County to be served & returned according to Law And afterwards at s Inferiour Court last mentioned said Samuel made return of y same Writ of Execon last mentioned that he y said Samuel could not find y Body of y s Solomon within his precinct as by the records manifestly appears And he y said Solomon could not be found or taken by either of said Writs of Execon — And whereas Charles Phelps late of Hadley in said County of Hampshire Esq became Bail & Surety for s Solo upon y Original Writ or process whereupon y judgment afores was rendered for y s Solomons appearance at our s Inferiour Court where s judgment was rendered and s Original Writ was returnable to answer to s Writ & to abide & perform y judgment of s Court thereon as we have head by Suggestions of y said Benedict and he hath supplicated us to provide remedy in this behalf, We therefore willing that justice be done to him command you that you make known to Charles that he be before our Justices of our Inferiour Court to be holden at Springfield on y third Tuesday of May next and shew cause if any he have why y said Benedict should not have an Execon against him the s Charles for his damages & Cost aforesaid &c as in y Writ — The pltff appears by Moses Bliss Esq his attr and y Deft being three times publickly called makes default of appearance in Court, It is therefore considered by y Court that y s Benedict may have a Writ of Execution against the said Charles for the sum of Thirteen pounds 0 s 2 d of lawful mony Debt & Cost of Court taxed at two pounds 2 s 8 d & thereof &c — Execon is 9th June 1770

Badger vs Hastings 23

Enoch Badger of Coventry in y County of Windham & Colony of Connecticutt yeoman pltff Daniel Hastings of Lenox in y County of Berkshire yeoman Deft in a plea of y Case for that s Daniel at s Springfield on y 20th Day of May 1766 by his note of that date for Value rec promised s Enoch to pay him seven pounds 10 s lawful mony in Eleven months after y Date of s Note; And also for that s Daniel at s Springfield on y same day of s May by his other note of that date for Value rec promised s Enoch to pay him one other sum of seven pounds 10 s lawful mony at y End of twenty three months after y Date thereof &c as in y Writ — The pltff appears by Moses Bliss Esq his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s Enoch recover against y said Daniel Seventeen pounds 0 s 0 d of lawful mony damages & Cost of Court taxed at two pounds 2 s 6 d & thereof &c — Execon is 9th June 1770.

Pease vs Pugg 24

Ephraim Pease of Enfield in y County of Hampshire Gentn pltff vs John Pugg of South Hadley in y said County yeoman Deft in a plea of y Case for that s John at s Springfield on y 16th day of Feby 1767 by his note of that date for Value rec promised said Ephraim to pay him three pounds 10 s lawful mony in Check Linnen Cloth within two years from y Date of said note with Interest till paid, And also for that s John at s Springfield on y same day of s Feby by his other note of that date for Value rec promised s Ephraim to pay him three pounds 10 s within three years from y date of s Note with interest till paid &c as in y Writ — The pltff appears by Moses Bliss esq his Attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that y said Ephraim recover against y s John Eight pounds 0 s 0 d lawful mony damages & Cost of Court taxed at one pound 10 s 0 d & thereof &c Execon is 9th June 1770

Wallis vs Ford 25

Thomas Wallis of South Brimfield in y County of Hampshire Physician pltff vs Jonathan Foard of s South Brimfield Blacksmith Deft in a plea of y Case for that s Jona at said South Brimfield on y third day of June last past by his note of that date for Value rec promised said Thomas to pay him or his order nine pounds 0 s lawful mony within six months with Interest till paid &c as in y Writ — The pltff appears by Moses Bliss esq his attr & y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y s Thomas recover against y s Jona ten pounds 0 s 0 d of lawful mony damages & Cost of Court taxed at one pound 18 s 0 d and thereof &c — Execon is 9th June 1770

Richard vs Merriman 27

Samuel Richard of Brookfield in y County of Worcester yeoman pltff vs Abel Merriman late of Wallingford in y County of New Haven & Colony of Connecticutt now of Conway in y County of Hampshire yeoman Deft in a plea of y Case for that s Abel at s Springfield on y 16th Day of March 1767 by his note of that date for Value rec promised s Samuel to pay him or his order Six pounds 12 s at or before y 16th Day of June then next with Interest &c as in y Writ — The pltff appears by John Worthington esq his attr & y Deft being three times publickly called makes default of appearance in Ct — It is therefore considered by y Court that y s Samuel recover against y s Abel seven pounds 0 s 0 d of lawful mony damages & Cost of Court taxed at £2 11 & thereof &c Execon is 3d July 1770

John Mathews of Colrain in ye County of Hampshire yeoman pltf vs Abisha Holland of said Colrain yeoman Deft in a plea of ye Case for that sd Abisha at Springfield on ye 13th Day of Jany last past by his note of that date for Value recd promised said John to pay him or his order three pounds 2/3 lawful mony on demand with Interest till paid &c as in ye Writ — The pltf appears by Jonathan Ashley Esqr his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye sd Abisha three pounds 5/6½ of lawful mony damages & Cost of Court taxed at two pound 8/3 &c

Mathews vs Holland 28

James Wilde of Colrain in ye County of Hampshire yeoman pltf vs Jonathan Oates of Conway in ye County aforesd yeoman Deft in a plea of ye Case for that ye sd Jonn at said Springfield on ye last day of March last past owed ye said James three pounds 11/10 to ballance Book Acct according to ye Acct annexed to ye Writ in consideration whereof ye said Jonathan then and there promised ye sd James to pay him ye aforesd Sum on demand Yet ye said Jonn tho often requested hath never paid ye same nor any part thereof But unjustly neglects and wholly refuses to do it — Also for that ye said Jonathan at said Springfield on ye same last day of March aforesd owed ye said James one other Sum of three pounds 17/½ for 29 days Labour & Service before that time done & performed by him ye sd James for him ye sd Jonathan at his said Jonathans special Instance and request in Consideration whereof ye said Jonathan then & there promised sd James to pay him ye last said Sum on demand afterwards to wit on ye same last day of March aforesd ye said Jonathan paid ye said James 8/6 by one pannel plane Stock two Quarts of Molasses 60 feet of Boards & one Bushel of Wheat & no more Yet ye said Jonathan tho often requested hath never paid ye remaining part of ye last said Sum of three pounds 17/½ nor any part of ye sd remaining sum But unjustly neglects and refuses to do it To ye Damage of ye sd James six pounds The said parties viz ye pltf by Jonn Ashley Jun Gentn & ye said Oates by Elijah Arms yeoman now come into Court & refer ye Case to ye final determination & award of ye sd Joseph Stebbins Jonathan Hoit & Jonathan Arms all of Deerfield or any two of them Arbitrators mutually elected by ye said parties to be made upon ye premises & returned into this Court so soon as may be by ye said parties have a day &c

Wilde vs Oates 29

Robert Fairchild of New Haven in ye County of New Haven in ye Colony of Connecticut in New England yeoman pltf vs Oliver Kellogg lately of a place called ye White plains in ye County of West Chester in ye Colony of New York yeoman Deft in a plea of ye Case for that ye said Oliver on ye 16th Day of Nov 1769 at a place called New haven viz: in Springfield aforesd by his note of that date for Value recd promised ye said Robert to pay him fifteen pounds lawful mony on demand with lawful interest till paid Yet ye said Oliver tho often requested hath not paid ye said Sum or ye Interest thereof or any part of ye same to ye said Robert But he wholly denies to do it To ye Damage of ye said Robert ye sum of Twenty pounds The pltf appears by Simeon Strong esqr his attorney The said Oliver not being an Inhabitant of this Province it is ordered by ye Court that ye Case be continued until ye next Term of this Court to be held at Springfield on ye last Tuesday of August next Ensuing

Fairchild vs Kellogg 30

Timothy Gibson of Stow in ye County of Middlesex yeoman pltf vs John Rugg of South Hadley in ye County of Hampshire yeoman Deft in a plea of ye Case for that ye sd John at ye sd South Hadley on ye seventh day of September 1769 by his note of that date for Value recd promised said Tim to pay him or his order ye value of twelve pounds lawful mony in Good Corn & to deliver ye same at Capt Lyman in Northampton at ye common market price within three months from ye date &c as in ye Writ — The pltf appears by Simeon Strong esqr his attr & ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye said Timothy recover against ye said John Ten pounds 5/6 of lawful mony damages Cost of Court taxed at two pounds 8/3 & thereof &c

Execn is 18th Sept 1770

Gibson vs Rugg 31

Roswell Hopkins esqr and Michael Hopkins both of America precinct in Dutchess County & Province of New York pltfs vs Elnathan Smith of Granville in ye County of Hampshire yeoman Deft in a plea of the Case Elnathan render to ye sd Roswell & Michael twenty four pounds 2/8 lawful mony which to them he owes & from them unjustly detains & whereupon ye sd Roswell & Michael say that by the Consideration of our Justices of our Superiour Court of Judicature holden at Springfield for ye Counties of Hampshire & Berkshire in ye fourth year of our Reign 1765 they recovered Judgment against ye sd Elnathan for ye sum of eighteen pounds 19/8 lawful mony for their Damages occasioned by reason of ye said Elnathans not performance his promise before that time made them; And also ye sum of five pounds 1/10 lawful mony for their Costs by them expended whereof sd Elnathan is convict, & altho ever fourth day of Oct 1765 said Roswell & Michael sued out out Writ of Execn on ye Judgment aforesd yet no part of ye sd sums was thereby levied to ye same Execn is long since returned into ye Clerks office of our sd Court wholly unsatisfied whereby Action hath accrued to ye sd Roswell & Michael to demand of ye said Elnathan ye sums aforesd & also a further sum of 1/8 for our Writ of Execn so is as aforesd on demand &c as in Writ — The pltf appeared by Mark Hopkins Esqr their attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye sd Roswell and Michael recover against ye sd Elnathan Thirty pounds 15/7 of lawful mony Debt and Cost of Court taxed at two pounds 1/10 & thereof &c

Execn is 15th June 1770

Hopkins vs Smith 32

John Chamberlin of America Precinct in Dutchess County & province of New York Physician pltf vs Simeon Bacon late of Ware in ye County of Hampshire yeoman Deft in a plea that ye said Simeon render to ye said John nine pounds 16/8 lawful mony which to him he owes & from him unjustly detains whereon ye said John says that at our Priviledge Court holden at Springfield within and for ye County of Hampshire on ye third Tuesday of May 1766 he ye said John recovered by ye Judgment of ye sd Court

Chamberlin vs Bacon 33

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Chamberlin vs Bacon

Court recovered against ye said Simeon ye Sum of Seven pounds 1,11d p. lawful mony for his damages by reason of ye said Simeons not performing his promise before that Time made to him & also for ye Sum of two pounds 11,15d lawfull mony for his Cost & charges by him about his Suit in that behalf expended whereof ye said Simeon is convict as by ye Record thereof appears which judgment yet remains in full force And altho ye said John afterwards sued out our Writ of Execution on ye Judgment aforesd yet no part of said Sums was thereby levied & ye same Execution is long since returned unsatisfied so that action accrues to ye said John to have of said Simeon ye Sums aforesaid with a further Sum of 1/5 for ye Cost of ye Writ of Execution &c as in the Writ The pltt appears by Mazh Hopkins esq his Attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said Simeon three pounds 12/6 of lawful mony Debt and Cost of Court taxed at two pounds 12/0 & thereof &c

Hatheway vs Proprietors of No 5

34

Asahel Hatheway of Suffield in ye County of Hampshire Gent pltff vs ye Proprietors of ye New Township commonly called Number five lying partly in ye County of Berkshire & partly in ye County of Hampshire Deft in a plea of ye Case for that ye said Proprietors at said Springfield on ye last day of November 1767 being justly indebted to ye said Asahel in ye Sum of five pounds 0/0 for divers Work Labour & Service in preaching ye Gospel before that Time done by said Asahel for said proprietors at their special instance and request in Consideration thereof said proprietors undertook & to said Asahel promised to pay him ye same on demand, And also for that whereas said Proprietors at Springfield on ye same last day of Nov in consideration that ye said Asahel at ye special Instance and request of ye Proprietors had before that Time done for ye Proprietors diverse other work Service & Labour in preaching ye Gospel assumed on themselves & promised said Asahel that they would content & pay ye same Asahel so much mony as he reasonably deserved to have when they should be thereto requested And ye said Asahel avers that he reasonably deserved to have for ye same Work another sum of five pounds 0/0 whereof said Proprietors had notice &c as in ye Writ — The pltt appears by Daniel Hitchcock Gent his attorney & ye Defts being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Asahel recover against ye said Proprietors five pounds of lawful mony damages & Cost of Court taxed at two pounds 16/6 and thereof &c — Excon is 25th May 1770

Breck vs Graham

35

Robert Breck of Northampton in ye County of Hampshire Gent pltff vs John Graham of Chesterfield in said County yeoman Deft in a plea of ye Case for that said John at said Northampton on ye 27th Day of Feby last past by his Note of that date for Value rec promised said Robert to pay him or his order ten pounds lawful money on demand with Interest till paid And also for ye said John at said Northampton on ye 27th Day of Feby last by his other note of that date for Value rec promised said Robert to pay him or his order other ten pounds lawful mony on demand with Interest for ye same after one year till paid — And also for that said John at said Northampton on ye same 27th day of Feby last by his other note of that date for Value rec promised said Robert to pay him or order ten pounds lawful mony with Interest for ye same after one year till paid &c as in the Writ

The pltt appears by Daniel Hitchcock Gent his attorney and said John by Moses Bliss esq his Attorney comes & confesses Judgment for Thirty pounds

It is therefore considered by ye Court that ye said Robert recover against ye said John Thirty pounds lawful mony damages and one pound 0/0 allowed him for his Cost of Suit & thereof &c — Excon is 25th May 1770

Idem vs Eundem

36

Robert Breck of Northampton in ye County of Hampshire Gent pltff vs John Graham of Chesterfield in ye said County yeoman Deft in a plea of ye Case for that said John at said Northampton on ye 27th Day of February last past by his note of that date for Value rec promised the said Robert to pay him or his order ten pounds lawful money with Interest after one year till paid &c as in the Writ — The pltt appears by Daniel Hitchcock Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Robert recover against the said John Ten pounds of lawful mony damages and Cost of Court taxed at two pounds 0/0 and thereof &c

Idem vs Baker

37

Robert Breck of Northampton in the County of Hampshire Gent pltff vs Daniel Baker Jun of Montague in said County yeoman Deft in a plea of the Case for that said Daniel at said Northampton on ye sixteenth day of October last past by his note of that date for Value rec promised ye said Robert to pay him or his order forty four ~~pounds~~ Shillings and three pence on demand with Interest till paid &c as in the Writ

The pltt appears by Daniel Hitchcock Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said Robert recover against ye said Daniel the sum of two pounds 3/9d p. of lawful mony damages & Cost of Court taxed at one pound 0/6 & thereof &c — Excon is 20th July 1770

Robert Breck of Northampton & George Breck of Springfield both in y County of Hampshire Gentlm & Traders in company pltts vs Stephen Fairfield of Belchertown in y County aforesaid yeoman Deft in a plea of y Case for that y d Stephen at Northampton on y last day of March last past being justly indebted to y d Robert & George in y Sum of three pounds L S D by Book to ballance Book Acts according to y Act connect, in Consideration thereof y d Stephen then & there undertook and to y said Robert and George faithfully promised to pay them y same on demand Yet y d Stephen tho often requested hath never paid y same or any part thereof But unjustly neglects it to y d damage of Robert and George Five pounds — The pltts by Daniel Hitchcock Gent their att appear — And y Deft being three times publickly called does not appear Therefore it is considered by y Court that Robert and George recover against the d Stephen three pounds L S D of lawful mony damages & Cost of Court taxed at one pound 11 s & thereof they may have Exeth

Breck & Fairfield 305 38

The said Stephen afterwards comes here by Joseph Hawley esq his att & appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of Sept next & he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect &c by said recognizance as on file it appears

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Benjamin Bonney of Chesterfield in y County of Hampshire yeoman pltt vs Seth Burk of said Chesterfield yeoman Deft in a plea of y Case for that said Seth at said Chesterfield on y 22 day of January last past by his note of that date for Value rec promised said Benjamin to pay him two pounds lawful mony on demand with Interest till paid And also for that said Seth at d Chesterfield on y same 22 day of Jany by his other note of that date for Value rec promised d Benjamin to pay him another sum of two pounds lawful mony on demand with Interest &c as in y Writ The pltt appears by Daniel Hitchcock Gent his Att and y Deft being three times publickly called does not appear — It is therefore considered by y Court that y d Benjamin recover against y said Seth four pounds L S D of lawful mony damages & Cost of Court taxed at two pounds L S & thereof &c — Recon is 13th June 1770

Bonney vs Burk 39

Aaron Wright of Norwich in y County of Cumberland & Province of New York yeoman pltt vs Elijah Alord of South hadley in y County of Hampshire yeoman Deft in a plea of y Case for that said Elijah at said Springfield on y 28th Day of Dec 1767 by his note of that date for Value rec promised said Aaron to pay him three pounds L S on demand with Interest till paid &c as in y Writ — The pltt by Daniel Hitchcock Gent his att comes here and y Deft being three times publickly called does not appear — It is therefore considered by y Court that y said Aaron recover against y said Elijah four pounds 3 11 2 of lawful mony damages & Cost of Court taxed at two pounds 07 4 & thereof &c — Recon is 29th May 1770

Wright vs Alord 40

Jonathan Warner of Hatfield in y County of Hampshire Joiner pltt vs Joseph Burnel yeoman Benjamin Bryant yeoman & Benjamin Bonney yeoman all of Chesterfield in y County afores Defts in a plea of y Case for that y d Burnel Bryant & Bonney in Behalf as a Committee for y said Town of Chesterfield at d Chesterfield on y third day of Oct 1766 by their note of hand of that date for Value rec promised y d Jonathan to pay him or his order twenty four pounds L S within three months from y Date of said note & if not then paid with Interest for y same till paid Yet y said Burnel Bryant & Bonney nor either of them tho often requested have never paid y same or any part thereof But unjustly neglect it to y d Damage of said Jonathan Thirty pounds — The pltt appears by Daniel Hitchcock Gent his att and y Defts being three times publickly called make default of appearance in Court — Therefore it is considered by y Court that y d Jonathan recover against y said Burnel, Bryant & Bonney twenty six pounds 18 11 2 of lawful mony damages & Cost of Court taxed at £2 1 11 & thereof &c

Warner vs Burnel &c 41

The said Burnel, Bryant & Bonney by Joseph Hawley Esq their att come here and appeal from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect &c by s d recognizance as on file it appears

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Samuel Wells of Conway in y County of Hampshire yeoman pltt vs Elisha Wait of Hatfield in y said County yeoman Deft in a plea of the Case for that y d Elisha at d Hatfield on y third day of May 1766 by his note of hand of that date for Value rec promised one Oliver Kellogg to pay him or his order ten pounds L S d by y fifteenth day of Oct then next ensuing y Date of s d Note & if not then paid with Interest for y same till paid — And afterwards viz: on y same third day of May the said Oliver at said Hatfield Endorsed y same note with his own proper hand thereto subscribed & thereby appointed y Contents of y same note then wholly due and unpaid to be paid to y said Samuel Value rec whereof y d Elisha there instantly had notice & thereby became liable to pay y same to s d Samuel according to y Tenor of said note & being so liable he y said Elisha then & there in Consideration thereof assumed on himself to y said Samuel faithfully promised to pay him y Contents of y same note according to y Tenor thereof as aforesaid Yet y said Elisha tho often requested & tho y said Time of payment is long since past hath never paid y same or any part thereof but unjustly neglects it to the damage of said Samuel Fourteen pounds — The pltt appears by Daniel Hitchcock Gent his att and y Deft being three times publickly called does not appear — It is therefore considered by y Court that y said Samuel recover against y said Elisha ten pounds L S of lawful mony damages & Cost of Court taxed at one pound 19 1 & thereof &c

Wells vs Wait 42

The said Elisha afterwards comes here in his proper person & appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect &c by said recognizance as on file it appears

506

Burt
vs
Miller
£3

Eleazer Burt of Northampton in ye County of Hampshire yeoman pltff
Daniel Miller of Springfield in s County yeoman Deft in a plea of ye Case
for that said Daniel on ye last day of August last at Northampton aforesd
being indebted to said Eleazer in ye sum of four pounds lawfull money
on Acct according to ye Acct annexed to ye Writ in consideration thereof promised
s Eleazer that he would pay him said sum on demand &c as in ye Writ
The pltff appears by Daniel Hitchcock Gent his Attorney Deft being three times
publickly called makes default of appearance in Court — It is therefore
considered by ye Court that ye said Eleazer recover against ye said Daniel four
pounds lawfull money damages & Cost of Court taxed at one pound 4/
and thereof he may have his Execution — Execution is 25th May 1770

Dwight Esq
vs
Graham
£4

Timothy Dwight Esq of Northampton in ye County of Hampshire esq pltff vs
John Graham of Chesterfield in said County Trader Deft in a plea of ye Case for
that said John at said Northampton on ye 15th day of March current owed said
Timothy forty pounds 2/9 lawfull mony for sundry Goods & Merchandizes before
that time sold said John by said Timothy according to ye Schedule annexed to the
Writ And s John in Consideration thereof promised s Timothy to pay him said
sum on demand &c as in ye Writ — The pltff appears by Daniel Hitchcock Gent
his Attorney and ye Deft being three times publickly called ~~makes default of appearance~~
~~£40 12 4~~ ~~in Court~~ — It is therefore considered by ye Court that ye said Timothy recover agt
the said John forty pounds 2/9 of lawfull mony damages & Cost of Court
taxed at one pound 7/4 & thereof &c — Execution is 21st May 1770

Lason
vs
Clark
£5

Sarah Lason late of Middletown in ye County of Hartford and Colony of Connecticut
Widow pltff vs Joseph Clark of Granville in ye County of Hampshire yeoman & Ruth
his Wife who was lately Ruth Hubbard Defts in a plea of ye Case for that ye said Ruth
at Springfield aforesd on ye third day of Dec 1764 she then being Feme Sole
unmarried by her promissory note in writing under her hand of that date for
Value rec promised ye said Sarah to pay her or her order ye sum of sixty seven
pounds 6/4 lawfull mony on demand with lawfull Interest for ye same till
paid Yet ye said Ruth tho often requested while she was Feme Sole & before & until
her Intermarriage with ye said Joseph never paid ye same or any part thereof nor
have said Joseph & Ruth or either of them tho often requested since their inter
marriage together ever paid ye said Sum or any part of it but unjustly neglect
it to ye damage of said Sarah ninety pounds — The pltff appears by John
Worthington Esq her Attorney and ye Defts being three times publickly called makes
default of appearance here — It is therefore considered by ye Court that ye said
Sarah recover against ye said Joseph & Ruth Eighty nine pounds 6/2 of lawfull
mony damages & Cost of Court taxed at one pound 15/4 & thereof &c
The said Joseph & Ruth afterwards come here by John Phelps Gent their Attorney &
appeal from ye judgment of this Court to ye Superiour Court of Judicature to be
holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of
September next And he recognizes with Sureties as ye Law directs for their prosecuting
their appeal with Effect as by said recognizance on file appears

Vanshaack
vs
Jaggard
£6

Cornelius Vanshaack of Kinderhook in ye County of Albany & Province of New York
Merchant pltff vs James Jaggart late of Murrayfield in ye County of Hampshire
yeoman Deft in a plea of ye Case for that said James at Springfield on ye first
day of May 1755 by his promissory note in writing under his hand of that
date for Value rec promised ye said Cornelius to pay him ye sum of twenty three
pounds 9/4½ lawfull mony of our Province of New York which is equal to
seventeen pounds 12/8 parts of a penny Lawfull mony of our Province of
the Massachusetts Bay on demand with ye lawfull interest for ye same
Yet ye said James tho often requested hath never paid said Sum or the Interest
thereof But unjustly neglects to do it to ye damage of s Cornelius thirty pounds
The pltff by John Worthington Esq his Attorney comes here And ye Deft being three
times publickly called does not appear — It is therefore considered by ye
Court that ye said Cornelius recover against ye s James thirty four pounds 11/
of lawfull mony damages & Cost of Court taxed at two pounds 12/8 & thereof &c
The s James afterwards att this Term comes here by John Phelps Gent his Attorney &
appeals from ye judgment of this Court to ye Superiour Court of Judicature
to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday
of September next And he recognizes with Sureties as ye Law directs for his
prosecuting ye appeal with Effect as by s Recognizance on file appears

Worthington
Esq
vs
Shaw
£7

John Worthington of Springfield in ye County of Hampshire esq pltff vs William Shaw of
Palmer in s County yeoman Deft in a plea of ye Case for that s William at Springfield
on the 5th day of February Anno Domini 1769 by his note of that date for Value rec promised s John to pay him or order four
pounds lawfull mony on demand with Interest — Also for that said William on
ye same fifth day of Feby 1769 at Springfield by one other note of that
date for Value rec promised s John to pay him another sum of two pounds
19/10 lawfull mony on demand with Interest &c as in ye Writs —
The pltff appears in his proper person & ye Deft being three times publickly
called makes default of appearance in Court — It is therefore considered by
the Court that ye said John recover against ye s William seven pounds 10/8
of lawfull mony damages & Cost of Court taxed at £1 11 8½ and thereof &c
Execution is 22d June 1770

Fiske
vs
Kinds
£8

William Fiske of Greenwich in ye County of Hampshire yeoman pltff vs Joseph
Kinds of s Greenwich yeoman Deft in a plea of ye Case for that s Joseph at
said Greenwich on ye 28th day of May last past by his note of that date for
Value rec promised said William to pay him ye Value of four pounds in good
Rock Salt to be delivered at s Josephs House in Greenwich at or before ye first
day of Oct then next &c as in ye Writ; The pltff appears by John Worthington
Esq his Attorney & ye Deft being three times publickly called does not appear
It is therefore considered by ye Court that ye said William recover against ye said
Joseph four pounds 9/0½ of lawfull mony damages & Cost of Court taxed at one
pound 19/4 & thereof &c — Execution is 4th July 1770

Nathan Whiting of New Haven in ye County of New Haven and Colony of Connecticut Esq pltf vs Benjamin Billing Junr of Belchertown in ye County of Hampshire yeoman Deft in a plea of ye Case for that ye sd Benjamin on ye sixth day of June 1766 at said Springfield by a promissory note in writing under his hand of that date for Value Rec promised said Nathan to pay him twenty pounds Lawful mony on or before ye tenth day of June 1769 with Lawful Interest for ye same from ye time of payment till paid Yet he hath not paid ye same or any part thereof tho ye time of payment is long since Elapsed But unjustly neglects it To ye damage of ye said Nathan Thirty pounds The pltf appears by John Worthington Esq his attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Nathan recover against ye Benjamin Fifteen pounds 18sh of Lawful mony damages & Cost of Court taxed at two pounds 9s 8d & thereof &c — The said Benjamin afterwards comes here by Jonathan Bliss Gent his Attr and ye Deft Appeals from ye judgmt of this Court to ye Superior Court of Judicature to be holden at Springfield in ye County of Hampshire on ye fourth Tuesday of September next Enabling the recognizes with Sureties as ye law directs for his prosecuting ye appeal with effect as by said recognizance as on file it appears

50 ½ Whiting vs Billing 40

Ezekiel Day of Springfield in ye County of Hampshire yeoman pltf of Luke Day of ye Springfield Yeoman Deft in a plea of Trespass for that said Luke at Springfield on ye first day of Dec last past & divers days & times between ye said first day of Dec & ye first day of April current with force and arms broke & Entered one Close of ye pltf lying at a place called Ascamunsuck neck in said Springfield & 1000 of ye pltfs Trees there growing of ye Value of Eight pounds cut down & destroyed & 1000 other Trees of ye pltf there growing of ye Value of Eight pounds more girdled & killed & ye under wood of ye pltf there growing of ye Value of five pounds cut down & destroyed all with force & Arms, as afores & many other Enormities there against ye pltf did contrary to Law against our Peace and to ye Damage of ye said Ezekiel Twenty five pounds The pltf appears by John Worthington Esq his attr and ye Deft by Jonathan Bliss Gent his attr — And ye pltf by his said attr moves that ye Case may be continued until ye next Term that he may procure a plan of ye Land & and it is granted him

Day vs Day 50

John Nelson of South Brimfield in ye County of Hampshire yeoman who prosecutes as well for ye poor of said South Brimfield as for himself pltf vs William Nelson of sd South Brimfield yeoman Deft in a plea ~~of the Case~~ that ye said William render to said John who sues for said poor as well as for himself thirty pounds which to said John he owes & from him unjustly detains and whereon sd John says that John Nelson late of said South Brimfield yeoman made & Executed his last Will and Testament in writing under his hand and thereby made sundry devises & bequests and among other things constituted sd Willm Exr of his sd Will And afterwards on ye ninth day of Oct last ye sd John died leaving ye same will in full force which said Will & Testament of ye same John afterwards on ye 9th day of ye same Oct came into ye hands of said William and sd Willm knew ye same to be ye last Will of said John Ded himself appointed Exr thereof as afores Yet said William did not within thirty days after ye Decease of sd Testator cause said Will to be proved Recorded in ye Register's Office nor did said William present said Will & declare his refusal of ye Executorship afores nor hath said Willm ever since caused Probate of ye same Will to be made or presented ye same but hath wholly neglected ye same whereby by one Law of this Province said Willm hath for his neglect forfeited ye sum of five pounds pr Month for every month after ye Expiration of thirty days from ye Death of sd Testator amounting in ye Whole to thirty pounds &c as in the Writ — The pltf being three times publickly called to come and prosecute his action does not appear & is Nonsuit and ye Deft Defaulted ye Action is dismissed

Nelson vs Nelson 52

John Read of Fairfield in ye County of Fairfield & Colony of Connecticut Esq & Ruth Hurra of sd Fairfield Widow Charles Morris of Halifax in the Province of Nova Scotia Esq and Mary his Wife Henry Paget of Providence in the Colony of Rhode Island Merchth and Deborah his wife William Read of Boston in the County of Suffolk Esq Joseph Miller of Boston yeoman William Miller yeoman John Miller yeoman both of said Boston Hezekiah Miller of Milton in said County of Suffolk yeoman Nathaniel Vose of sd Milton yeoman Ruth his wife Abner Hunt of said Milton yeoman & Abigail his Wife and William Shepard of said Boston yeoman & Deborah his Wife which said Charles Morris Henry Paget Nathaniel Vose Abner Hunt & William Shepard sue in Right of their said Wives pltfs vs Samuel Nivins of Green & with in ye County of Hampshire yeoman Deft in a plea of Entry upon Disseisin in ye Post where in they demand against ye said Samuel Seventy seven Acres three Roods & thirty seven Perches of Land in Ware in sd County & lying within & being part of that Tract of Land there commonly called Read's Manor or ye Manor of Peace & bounding as follows viz: beginning at a station in ye North Line of ye Tract afores called Read's Manor one hundred ninety two rods Easterly from a Pine Tree standing on ye Bank of Swift River at ye Northwest Corner of said Read's Manor so called thence running South 14 degrs West 112 rods thence East 104 rods thence North 103 rods thence in ye North Line of ye Manor afores West 11 Degrs South 88 rods to ye first Station with ye appurtenances as ye Right & Inheritance of ye said John Read, Ruth Hurra Mary Morris Deborah Paget William Read Joseph Miller William Miller Hezekiah Miller John Miller Ruth Vose Abigail Hunt & Deborah Shepard where of Samuel Nivins unjustly & without Judgment Disseised John Read late of Boston Esq Ded Father of ye sd John & Mrs Read Ruth Hurra said Mary Morris & Deborah Paget Grandfather & sd Joseph Miller William Miller Hezekiah Miller & John Miller Ruth Vose

Read Esq & Heirs vs Nivins 53

Abigail

500

Read Esq. Heirs vs Nivins

Abigail Hunt and Deborah Shepard who are children of Abigail Miller late of Boston Widow Dec who was Daughter of said John Read Esq. & whose Coheirs they are & say that said John Read y father within forty years last past was seized of y 77 Acres 3 Roods & 37 Perch of Land with y Appurtenances in his own right taking the profits thereof to y Value of £10 a year & that said Samuel Mirick without Judgment disseized him & from y said John Read y father of right to y Lands afores descended & came to his Children & Coheirs to have y same in y following proportion vizt Two seventh parts thereof in common & undivided to y said John Read & one Seventh part thereof to y said William Read & to y said Ruth Hunn, Abigail Miller, Mary Morris, & Deborah Paget each of them one seventh part and afterwards y said Abigail Miller died & from her y right to one seventh part of y Lands afores came to y said Joseph Miller Wm Miller Hezk. Miller & John Miller & Ruth Veree Abigail Hunt & Deborah Shepard to hold y same in y following proportion vizt two Eighth parts thereof to s^d Joseph & one eighth part thereof to each of y other afores Children of said Abigail Dec^d And that said Samuel Nivins had no Entry into y Lands afores until after y Disseisin which y said Samuel Mirick but ~~was~~ Samll Nivins now unjustly holds y same from them &c as in the Writ — The pltts appear by John Worthington Esq. their att^y and y Deft being three times publickly called makes Default of appearance in Court It is therefore considered by y Court that y pltts recover against y said Nivins The Lands & demands in the first proportion afores & Costs of Court taxed at two pounds 10/ & thereof &c — Execn is 2 June 1770

Cooley vs Colton

54

Jacob Cooley of Springfield in y County of Hampshire yeoman pltt or George Colton late of said Springfield yeoman Deft in a plea of the Case for that y s^d George at said Springfield on y third day of May last past by his promissory note in writing under his hand of that date for Value rec promised y s^d Jacob to pay him y sum of thirty six pounds Lawful money within three ~~month~~ Weeks from y Date of said note with lawful interest from s^d time of payment until paid Yet y said George tho often requested hath never paid sum nor the Interest thereof But unjustly neglects it To y Damage of said Jacob Twenty five pounds — The pltt appears by John Worthington Esq. his att^y and y Deft being three times publickly called does not appear It is therefore considered by y Court that y s^d Jacob recover against y said George Seventeen pounds 10/ of lawful money damages & Cost of Court taxed at one pound 7/ & thereof &c — The said George afterwards comes here by Moses Bliss Esq. his att^y and appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next And he recognizes with Sureties as y Law directs for his prosecuting y appeal with Effect as by Recognizance as on file it appears

Kibbe vs Nurse

55

Isaac Kibbe of Enfield in y County of Hampshire yeoman pltt or Timothy Nurse of Rutland District in y County of Worcester yeoman Deft in a plea of the said Timothy render to y said Isaac Kibbe Seventeen pounds 4/ which to y said Isaac he owes & from him unjustly detains & whereon s^d Isaac saith that at a Superiour Court holden at Hartford in y County of Hartford & Colony of Connecticutt on y first Tuesday of March in y Ninth year of our Reign by y judgment of y same Court he recovered s^d by y name of Isaac Kibbe of Enfield in y County of Hartford against y s^d Timothy Seventeen pounds 4/ for his costs and Charges by him about his Suit in that Behalf expended whereof y said Timothy is convict as by y Record thereof in our said Court remaining is manifest and appears which Judgment yet remains in full force and Effect not satisfied nor reversed & altho y said Isaac afterwards vizt on y Sixth day of June next following y time of the recovery afores sued out our Writ of Execn thereon & yet y sum as afores recovered was never levied thereby & y same is long since returned wholly unsatisfied & same sum wholly unpaid whereby action accrues to y s^d Isaac at said Northampton to demand and have of y said Timothy y s^d Sum of Seventeen pounds 4/ in form afores recovered Nevertheless y said Timothy tho often requested hath never paid y same or any part thereof to y pltt but unjustly neglects it To y Damage of s^d Isaac Twenty pounds The pltt appears by Justin Ely Gent his att^y And y said Timothy comes by John Worthington Esq. his att^y Reserving Liberty to make anew plea on y Trial on the appeal now pleads says that y Bond declared on is not his deed & thereof puts him self on y Country — And y said Isaac by his att^y afores agreeing to y reservation afores says that y said Timothy's plea above pleaded & y Matters therein contained is an insufficient answer to his declaration & that he is not holden by y Law of y land to answer thereto all which he is ready to prove wherefore he prays Judgmt thereof & for his damages & Cost — And y said Timothy says his plea afores is sufficient and thereof prays Judgment & for his Cost

Thereupon all and singular y premises being seen & fully understood by y Court & y Lord y King now here, for that it appears to y said Court that y plea of y said Timothy by him in manner & form above pleaded and y Matters therein contained are not sufficient in Law to preclude y said Isaac from proceeding in his said Action against y said Timothy or from his Debt afores & therefore it is considered by y Court that y said Isaac recover against the said Timothy Eighteen pounds 8/7 of lawful money Debt and Cost of Court taxed at one pound 16/10 & thereof &c The said Timothy by his att^y aforesaid appeals from the judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of Septr next ensuing And he recognizes with Sureties as y Law directs for his prosecuting the appeal with Effect as by said Recognizance as on file appears

Joseph Ashley Junr of Springfield in ye County of Hampshire yeoman pltff vs Charles Colton of said Springfield yeoman Deft in a plea of ye Case for that said Charles at ye Springfield on ye 28th day of August 1765 by his promissory note in writing under his own hand of that date for Value rec promised ye pltff to pay him ye Sum of Six pounds lawful mony in two months from ye date of ye Note which time is long since past yet said Charles tho often thereto requested hath never paid said Sum or any part thereof to ye pltff but hitherto hath still doth neglect & deny to do it To ye damage of said Joseph Eight pounds — The pltff appears by Justin Ely Gent his attr & ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Joseph recover against ye said Charles Six pounds L6 S0 D0 of lawful mony damages & Cost of Court taxed at one pound L1 S0 D0 & thereof &c — The said Charles afterwards comes here in his proper person and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in ye County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as ye Law directs for his prosecuting his appeal with Effect as by Recognizance as on file appears

Ashley vs Colton 56

John Weller of Westfield in ye County of Hampshire yeoman pltff vs Charles Colton of Springfield in ye County yeoman Deft in a plea of ye Case for that said Charles at Springfield on ye 30th day of March 1767 by his promissory Note in writing under his hand of ye date for Value rec promised ye pltff to pay him ye Sum of Nineteen pounds lawful mony on demand with Interest till paid Yet said Charles tho often thereto requested hath never paid said Sum or Interest or any penny thereof to ye pltff but hitherto hath still doth neglect & deny to do it To ye damage of said John Twenty six pounds The pltff appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said John recover against ye said Charles twenty three pounds L23 S0 D0 lawful mony damages & cost of Court taxed at one pound S0 D0 and thereof &c The said Charles afterwards comes here in his proper person & appeals from the judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Weller vs Camden 57

By a Writ of our Soveraign Lord ye King it is thus commanded that Samuel Taylor Junr of Springfield in ye County of hampshire instantly without delay render to Mary Lamb of Springfield aforesd Spinster who was ye Wife of Samuel Lamb Senior late of Springfield aforesd yeoman Dec her reasonable dower which happens to her of certain Messuage & tenement with ye appurtenances containing by Estimation 7 Acres of hard part whereof Nr 2 Acres is mowing Land and ye remainder viz 5 Acres is pasturage land bounding South wardly on ye Highway leading from Springfield to Westfield westwardly on Joseph Taylors land Northwardly on land of Thomas Simeon Ely & Eastwardly on a Highway situate in Springfield aforesaid in ye possession of ye said Samuel Taylor which was in ye seisin & possession of her said husband Samuel Lamb & where of he was seized in his Demesne as of fee during ye Coverture and whereof she hath nothing as her dower And ye said Mary Lamb complains that ye said Samuel Taylor hath deforced her thereof And unless ye said Samuel Taylor shall so do there summon by good & lawful men in your Bailywick ye said Samuel Taylor that he be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for ye County of hampshire aforesd on ye third Tuesday of May next there and there to shew cause why he ye said Mary Lamb her reasonable dower as aforesd he doth not render & have you there ye Names of them by whom you summon ye said Samuel Taylor & this Writ, Witness Samuel Taylor by Virtue of this Writ was summoned to appear as above said &c The pltff appears by Justin Ely Gent his attr and ye said Samuel Taylor by Joseph Hawley Esq his attr comes and defends ye Right &c and Vouches Samuel Lamb to ye Warranty of ye within demanded premises against ye Demandant by whose warranty he holds ye said premises & prays a Continuance of this action to ye next Term that he may have time to make summons in ye County of the said Lamb; And it is granted him and ye Action is continued until ye next Term

Lamb vs Taylor 58

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Moses Hale of Murrayfield in said County yeoman Deft in a plea of ye Case for that said Moses at ye Westfield on ye ninth day of August last past by his note of that date for Value rec promised ye pltff to pay him four pounds L4 S0 D0 lawful mony with Interest till paid &c as in the Writ The pltff appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Bildad recover against ye said Moses four pounds L4 S0 D0 of lawful mony damages & Cost of Court taxed at one pound L1 S0 D0 & thereof &c — Execn is June 4th 1770

Fowler vs Hale 59

Bildad Fowler of Westfield in ye County of hampshire yeoman pltff vs Charles Colton of Springfield in said County yeoman Deft in a plea of ye Case for that said Charles at Westfield on ye 4th day of June 1765 by his promissory note in writing under his own hand of that date for Value rec promised said Bildad to pay him or order ye Sum of Sixty pounds lawful mony within one month from ye date of said note Yet said Charles tho often thereto requested hath never paid said Sum or any penny thereof to ye pltff altho ye time is long since past but unjustly neglects & denys to do it To ye Damage of said Bildad Eighty pounds The pltff appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance here — His therefore considered by ye Court that ye said Bildad recover against ye said Charles Seventy seven pounds L77 S0 D0 of lawful mony damages & Cost of Court taxed at one pound L1 S0 D0 & thereof &c — The said Charles afterwards comes here in his proper person & appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Sept next Ensuing And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Fowler vs Colton 60

Luke Day Junr of Springfield in ye County of hampshire yeoman pltff vs Job Smith of said Springfield yeoman Deft in a plea of ye Case for that said Job at ye Springfield on ye 12th day of April last past by his note of that date for Value rec promised ye said Luke to pay him two pounds 7 lawful mony on demand with Interest till paid &c as in the Writ The pltff appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Luke recover against ye said Job two pounds 10 S0 of lawful mony damages & Cost of Court taxed at one pound 7 S0 & thereof &c — Execn is 28th May 1770

Day vs Smith 61

510

Lamb vs Taylor

62

By a Writ of our Soveraign Lord ye King it is commanded that Thomas Taylor of Springfield in ye County of Hampshire yeoman instantly without delay render to Mary Lamb of said Springfield Spinster who was ye Wife of Samuel Lamb late of said Springfield yeoman Dec^d her reasonable Dower which happens to her of a certain Tract of Land lying in Agawamunsick Neck so called containing 13 Acres & 130 rods bounded Eastwardly on Timothy Days land, Southwardly on Jonathan Millers Land, Westwardly on Agawam River and Northwardly on Joseph Taylors Land situate in Springfield in ye possession of ye said Thomas Taylor which was in ye seizin & possession of her said Husband Saml Lamb whereof he was seized in his Demesne as of Fee during ye Coverture whereof she hath nothing (as she saith) And ye said Mary Lamb complains that ye^d Thomas Taylor hath deforced her thereof. And unless ye said Thomas Taylor shall so do; then summon by good & lawful men in your Bailywick ye said Thomas Taylor that he be before our Justices of our Inferiour Court of Common pleas to be holden at Springfield for the County of Hampshire aforesd on ye third Tuesday of May next there & thereto shew cause why to ye said Mary Lamb her reasonable dower as aforesd he doth not render. Have you there ye names of them by whom you summon ye^d Thomas And this Writ. And by Return of this Writ it appears that ye said Thomas Taylor has been summoned as commanded above — And now ye^d pltff appears by Luster Ely Gent his att^y And ye above named Thomas Taylor by Jonathan Bliss Gent his att^y comes & pray a continuance of this Action to ye next Term of this Court that he may have Opportunity to make Summons of John Ely & Luster Ely to ye Warranty of ye Demanded premises to him against ye Demand of ye pltff which said John & Luster he vouches thereto whose deed of Bargain & Sale of ye premises with warranty to him & his Heirs he hath & it is granted him. And ye Case is continued until ye next Term.

Idem vs Ely &c

63

By a Writ of our Soveraign Lord the King it is thus commanded that Thomas Ely & Simeon Ely yeoman both of Springfield in ye County of Hampshire instantly without delay they render to Mary Lamb of said Springfield spinster who was ye Wife of Samuel Lamb late of said Springfield yeoman Dec^d her reasonable dower which happens to her of a certain Tract of Land containing eight Acres bounded Eastwardly on a High way Northwardly on land belonging to ye Estate of Samuel Ely late of said Springfield yeoman Dec^d Westwardly on land of Samuel Taylor Junr & Southwardly on land of Benjamin Day situate in Springfield aforesaid in ye possession of ye said Thomas & Simeon which was in ye seizin and possession of Saml Lamb her said Husband and whereof he was seized in his demesne as of Fee during ye Coverture and whereof she hath nothing (as she saith) And ye said Mary Lamb complains that ye^d Thomas & Simeon have deforced her thereof, And unless ye said Thomas & Simeon shall so do then summon by Good & lawful men in your Bailywick ye said Thomas & Simeon that they be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for ye County of Hampshire aforesd on ye third Tuesday of May next then and there to shew cause why to ye said Mary Lamb her reasonable dower as aforesaid they do not render, and have you there ye names of them by whom you summon ye said Thomas & Simeon this Writ — And by ye Return of ye above Writ it appears that ye said Thomas & Simeon have been summoned according to ye above command — And now ye pltff appears by Luster Ely Gent their att^y and ye Defts by Joseph Hawley Esqr their att^y come & defend ye right & title against ye Demandant & claims to ye Warranty of ye said demanded premises one Saml Lamb lately of Springfield whose warranty of ye said premises they have & pray a continuance of this action that they may have opportunity to make summons of ye said Lamb in ye County to warrant ye same to them — And it is granted them and ye Action is continued until the next Term.

Fowler vs Smith

64

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Thomas Smith of Springfield in said County yeoman Deft in a plea of ye Case for that ye^d Thomas at ye^d Westfield on ye fifteenth day of August 1766 by his note of that date for Value rec^d promised ye^d Bildad to pay him two pounds 3/8^d p on demand with lawful int as in ye Writ — The pltff appears by Luster Ely Gent his attorney & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Bildad recover against ye said Thomas Two pounds 3/8^d p of lawful money damages & Cost of Court taxed at one pound 9/4^d thereof &c — Execution is June 7th 1770

Idem vs Noble

65

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Mathew Noble of ye^d Westfield Gent^n Deft in a plea of ye Case for that said Mathew at ye^d Westfield on ye 27th day of April current being justly indebted to ye pltff in ye sum of forty pounds lawful money to ballance Book Accts for divers Goods Wares & Merchandizes there before that time sold & delivered to ye^d Mathew at his special request and for Labour done & services performed for ye said Mathew at his special instance & request & being so Indebted he ye said Mathew then and there in consideration thereof assumed on himself and Faithfully promised ye pltff to pay him said sum on demand & ye^d Mathew the often thereto requested hath never paid said sum or any penny thereof to ye pltff but unjustly neglects it to ye Damage of said Bildad Forty two pounds. The pltff appears by Luster Ely Gent his att^y And ye^d Mathew by Joseph Hawley Esqr his att^y comes & defends ye force & injury & says that he never promised ye^d Bildad in manner & form as against him in this Writ is alledged & thereof puts himself on ye Country. And ye^d Bildad by his att^y aforesd reserving liberty to himself to waive this demurrer on ye trial of ye appeal & join ye issue tendered says that ye aforesaid plea of ye said Mathew & ye^d matters therein contained are not sufficient in Law to oblidge him ye^d Bildad to answer thereto to which he therefore is under no necessity nor bound by ye Law of ye Land to answer wherefore he prays Judgment for damages & cost & ye said Mathew consenting says his plea is sufficient — Whereupon ye premises being seen by ye Court of ye Lord ye King fully understood for that it appears to ye said Court that ye plea of ye said Mathew & ye matters therein contained are sufficient in Law to preclude ye said Bildad from having his aforesd action maintained against ye said Mathew — Therefore it is considered that the said Bildad by his plea aforesd have nothing &c. It is also considered that ye said Mathew recover against ye said Bildad & of lawful money allowed him with his Assent for his Cost in defending ye suit of ye said Bildad.

The said Bildad by his attorney above named appeals from ye Judgment of this Ct to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting the appeal with Effect as by said recognizance as on file it appears

By a Writ of our Sovereign Lord & King it is thus commanded that Jonathan Miller of Springfield in ye County of Hampshire yeoman render to Mary Lamb of said Springfield Spinster who was ye Wife of Samuel Lamb late of said Springfield yeoman Dec'd her reasonable Dower which happens to her of a certain tract of land containing 2 Acres part whereof is plow Land ye remainder is wood land bounded Northwardly on Thomas Taylors land Eastwardly on Jim Days land westwardly on Ayawam River Southwardly on Lazr Taylors land at a place called Asharunsick Neck situate in Springfield aforesd in ye possession of ye said Jona Miller which was in ye seisin & possession of her s'd Husband Samll Lamb whereof he was seized in his demesne as of fee during ye Coverture and whereof she hath nothing (as she saith) & ye said Mary Lamb complains that ye said Jona Miller hath deserted her thereof & unless the said Jona Miller shall so do then summon by good & lawful men in your Bailywick ye said Jona that he be before our Justices of our next Inferiour Court of common pleas to be holden at Springfield for ye County of Hampshire aforesd on ye third Tuesday of May next then and there to shew cause why to ye s'd Mary her reasonable dower as aforesd he doth not render and have you there ye Names of them by whom you summon ye said Jona this Writ — And by ye Return of ye Writ it appears that ye said Jona hath been summoned as above commanded — the pltff appears by Justin Ely Gent his att and ye said Jona Miller by Jona Bliss Gent his att comes & prays a Continuance of this Action to ye next Term that he may have opportunity to make Summons of one Ebenezer Morgan Esq ye Warranty of ye demanded premises unto him whose deed of Bargain & Sale of ye said premises with warranty to him & his Heirs he hath against ye Demand of ye pltff which s'd Eben'r he vouches thereto & it is therefore considered by ye Court that ye Action be continued until the next Term and ye said parties have a further day &c

SM
Miller
vs
Miller
Dft

Reuben Bliss of Springfield in ye County of Hampshire yeoman pltff vs Jonathan Kilborn of Moreson in s'd County yeoman Deft in a plea of ye Case for that s'd Jona at Springfield on ye second day of March 1764 by his note of that date for Value Rec'd promised s'd Reuben to pay him or his order six pounds ½ lawful money on demand with ye lawful Interest for ye same till paid Yet said Jonathan tho often thereto requested hath not paid said Reuben ye same or any penny thereof but hitherto hath still neglected & refused to pay him ye same To ye Damage of said Reuben nine pounds
The pltff appears by Moses Bliss esq his att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that ye said Reuben recover against ye said Jona Eight pounds 1/3 of lawful money damages & Cost of Court taxed at one pound 7/4 & thereof &c
The said Jona afterwards comes here by Jonathan Bliss Gent his att & appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of Sept next and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with effect as by said Recognizance as on file appears

Bliss
vs
Kilborn
Dft

Margaret Jones of Springfield in ye County of Hampshire widow & Gentlewoman pltff vs Charles Colton of Springfield yeoman Deft in a plea of ye Case for that said Charles at Springfield on ye 30th Day of August 1760 by his note under his hand of that date for Value Rec'd promised said Margaret to pay her six pounds lawful money within one year from ye Day of ye Date thereof with ye lawful Interest for ye same till paid Yet s'd Charles tho often thereto requested hath not paid said Margaret ye same or any penny thereof altho said time of payment hath long since been past but hitherto hath & still neglects & refuses to pay her ye same To ye Damage of said Margaret seven pounds
The pltff appears by Moses Bliss esq her att and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Margaret recover against ye s'd Charles Six pounds 12/3 of lawful money damages & Cost of Court taxed at one pound 6/4 & thereof &c
The said Charles afterwards comes here in his proper person & appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in the County of Hampshire on ye fourth Tuesday of September next & filing the recognizes with Sureties as ye Law directs for his prosecuting ye appeal with effect as by said recognizance on file appears

Jones
vs
Colton
Dft

Jonathan Bliss of Springfield in ye County of Hampshire Gent pltff vs William Clawson of Palmer in said County yeoman Deft in a plea of ye Case for that s'd Wm on ye 2d Day of May last past at Springfield aforesd by his note for Value Rec'd promised one Obadiah Wood to pay him or order Eleven pounds 4/6 lawful money on demand with ye interest till paid; And s'd Obadiah afterwards on ye same day by his Indorsement ordered ye contents thereof to be paid to ye pltff whereof ye said William had notice And in consideration of ye premises s'd William promised ye pltff to pay him ye same accordingly & using Writ
The pltff appears by Jonathan Bliss Gent his att & ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye said Jonathan recover against ye s'd William Eleven pounds 17/4 lawful money damages & Cost of Court taxed at one pound 8/2 thereof &c — This 28th May 1770

Bliss
vs
Clawson
Dft

Solomon Brewer of Springfield in ye County of Hampshire farmer pltff vs Nathaniel Gilbert of said Springfield yeoman Deft in a plea of ye Case for that whereas s'd Nathaniel on ye fourth day of April 1760 at Springfield in Consideration that said Solomon would at ye special Instance & Request of s'd Nathaniel let out to him ye s'd Nathaniel ten sheep to be by him kept for ye term of one year from ye month of Feby then next following but ye Expiration of that Time to be returned to said Solomon the ye s'd Nathaniel in consideration thereof promised s'd Solomon that he would keep ye same Sheep during ye term aforesaid & would at ye Expiration of said Term deliver ye same Ten Sheep to s'd Solomon in Case the same should be living & in Case ye same Sheep should not then be living that he would deliver to said Solomon other ten sheep of Equal Value with ye fore mentioned Sheep And s'd Nathaniel further promised s'd Solomon that he would yearly during said Term render to s'd Solomon 3/4 of a pound of Wool for each of s'd ten sheep in ye Whole amounting to 7 pounds & a half of Wool And ye said Solomon giving Credit to said promises made by s'd Nathll afterwards on ye same day of April aforesd at Springfield aforesd delivered to s'd Nathll the same Ten Sheep which said Solomon were then & there worth 8/ each for ye purpose aforesd to be kept by said Nathll during ye term aforesd and at ye Expiration of s'd Term to be returned as aforesd & ye said Nathll then & there received ye same Ten sheep for ye purpose aforesd & upon ye Conditions aforesd to be kept by him during ye term aforesd & at ye Expiration thereof to be returned to said Solomon & also to pay yearly 3/4 of a pound of Wool for each Sheep Nevertheless said Nathll not regarding his several promises made in form aforesd but intending to defraud s'd Solomon in this behalf did not return ye same Ten Sheep

Brewer
vs
Gilbert
Dft

Sh
Brick
vs
Gillett

Sheep to ye said Solomon at ye Expiration of ye term aforesd which is long since elapsed altho ye same Ten sheep were then living nor has he delivered to said Solomon other Ten sheep of equal value not has he ever paid to said Solomon ye Wool aforesd or any part thereof nor any ways fulfilled his said promises or either of them &c And also for that said Nathaniel afterwards on ye fourth day of april aforesd in Consideration that s Solomon had before that time at ye request of s Nathll let to said Nathaniel other Ten Sheep of ye Solomon to be kept by ye s Nathaniel for ye term of one year from Feby then next ensuing & at ye Expiration of that Term to be returned to said Solomon he ye said Nathll then and there promised said Solomon in consideration thereof that he would deliver to said Solomon yearly other 3/4 of a pound of Wool for each of ye same Ten sheep amounting in the whole to other seven pounds ten half of Wool yearly and also that he would at ye Expiration of ye same Term return ye same Ten sheep to said Solomon if ye same should be living if not he ye said Nathll would deliver to said Solomon other ten sheep of equal Goodness to said Solomon avers that ye last mentioned ten sheep were worth 5/ each &c as in the Writ — The pltt appears by Jonathan Bliss Gent his Attr & Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Solomon recover against ye said Nathaniel four pounds 13/ of lawful money damages & Cost of Court taxed at one pound 6/4 & thereof &c — Execn is 28th Sept 1770

Lynchon
vs
Downing
5/6

Edward Lynchon of Springfield in ye County of Hampshire Esqr pltt vs John Downing of Ware in said County yeoman Deft in a plea of ye Case for that s John on ye 19th day of May 1766 at Springfield aforesd by his note for value rec promised said Edward to pay him seven pounds 10/ lawful money on demand with Interest till paid &c as in ye Writ The pltt appears by Jonathan Bliss Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by the Court that ye said Edward recover against the said John nine pounds 4/6 of lawful money damages & Cost of Court taxed at one pound 9/6 & thereof &c — Execn is 3d July 1770

Merrick
vs
Graves
77

Obed Merrick of Monson in ye County of Hampshire yeoman pltt vs Moses Graves of said Monson yeoman Deft in a plea of ye Case for that ye said Moses on ye 20th day of May 1766 at Monson aforesaid by his note under his hand for value rec promised said Obed to pay him or order nine pounds 4/6 of lawful money in six months from that time with Interest therefor till paid And also for that s Moses there afterwards on ye same day being indebted to ye said Obed in a further sum of Nine pounds 4/6 like money for so much money then & there had & rec by ye said Moses of ye said Obed & to his use he ye said Moses then & there in consideration thereof promised ye said Obed to pay him ye same sum within six months with lawful Interest therefor till paid; Yet ye said Moses tho ye said Term of six months is long since Elapsed & tho often requested hath not paid ye Several sums aforesd nor either of them nor ye Interest of either of them but he neglects & refuses to do it To ye Damage of said Obed fifteen pounds — The pltt appears by Jonathan Bliss Gent his attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by the Court that ye said Obed recover against ye s Moses ten pounds 12/6 of lawful money damages & Cost of Court taxed at £1 13/ & thereof &c
The said Moses afterwards comes here by Saml Barnard Gentn his attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next ensuing And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file appears

Wm
vs
Burroughs
78

Obed Merrick of Monson in ye County of Hampshire yeoman pltt vs Simon Burroughs of South Brimfield in said County yeoman Deft in a plea of ye Case for that said Simon on ye 2d day of April last past at Monson aforesd by his note for value rec promised said Obed to pay him or order Two pounds lawful money on demand with Interest till paid And also for that said Simon on ye same day being indebted to said Obed in another sum of two pounds like money for so much money before that time rec by said Simon to said Obeds use said Simon in consideration thereof promised said Obed to pay him ye same on demand with Interest &c as in ye Writ The pltt appears by Jonathan Bliss Gent his attr & ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Obed recover against ye said Simon two pounds 4/6 of lawful money damages & Cost of Court taxed at one pound 16/2 and thereof &c — ~~Execn is July 20th 1770~~ Execn is 15th May 1771

Merrick
vs
Thompson
79

Aaron Merrick of Monson in ye County of Hampshire yeoman pltt vs Joseph Thompson of Brimfield in said County Gentn Deft in a plea of ye Case for that s Joseph on ye 27th day of March 1769 at Springfield aforesd by his note for value rec promised s Aaron to pay him Six pounds 6/8 lawful money by ye first day of June then next following &c as in ye Writ. The pltt appears by Jonathan Bliss Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Aaron recover against ye said Joseph ~~Six~~ two pounds 9/8 of lawful money damages & Cost of Court taxed at one pound 15/6 & thereof &c — Execn is July 20th 1770

Lamb
vs
Kilbrick
80

Daniel Lamb of Springfield in ye County of Hampshire yeoman pltt vs Ebenezer Kilbrick Junr of Springfield aforesd yeoman Deft in a plea of ye Case for that ye said Ebenezer on ye Ninth day of Feby 1767 at Springfield aforesd by his note under his hand for value rec promised ye said Daniel to pay him Eleven pounds 10/ lawful money on demand with lawful Interest for ye same till paid And also for that ye said Ebenezer on ye 19th day of April instant at s Springfield being indebted to ye said Daniel in ye further sum of Six pounds 4/6 like money to ballance accounts according to the account annexed to ye Writ he the s Ebenezer then and there in Consideration thereof promised ye said Daniel to pay him the same on demand Yet ye said Ebenezer tho often requested hath not paid ye Several sums aforesd nor either of them nor ye Interest of ye first mentioned sum nor has he any ways fulfilled his s Several promises or either of them but he neglects & refuses to do it To ye Damage of ye said Daniel Sixteen pounds
The pltt appears by Jonathan Bliss Gentn his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Daniel recover against ye s Ebenezer Six pounds 9/8 of lawful money damages & Cost of Court taxed at one pound 5/4 and thereof &c — ye s

The said Ebenezer afterwards comes here by Moses Bliss esq his attorney and appeals from ye judgment of this Court to ye Superior Court of judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by said Recognizance as on file it appears

Ely
Lamb
vs
Hitchcock

Daniel Lamb of Springfield in ye County of Hampshire yeoman pltf vs Thomas Bates of said Springfield yeoman Deft in a plea of ye Case for that ye Thomas on ye seventeenth day of July last past at said Springfield by his note under his hand for Value rec promised ye said Daniel to pay him or order fourteen pounds of lawful mony within three months from that Time with lawful Interest for ye same till paid Yet ye said Thomas tho that Time is Elapsed & tho often requested hath not paid ye same Sum nor the Interest of it but he neglects to do it to ye Damage of ye said Daniel Eighteen pounds

Adm
vs
Bates
31

The pltf appears by Jonathan Bliss Gent his attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Daniel recover against ye Thomas fourteen pounds 1/5 of lawful mony damages Cost of Court taxed at £ 1,5,4 therefore &c

The said Thomas afterwards at this Term comes here by Moses Bliss Esq his attr and appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing, And he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

This Court upon a motion from the Barr agreed to allow upon such Securities as have a certain day set for ye payment of ye Sums Expressed in them damages Equal to ye common rate of Interest viz: 6 pr Cent pr annum after such Time of payment that is upon those Securities respecting which ye motion was made and as all Securities of this kind stand upon ye same Reason with regard to those damages, all are cast alike at this Term

The foregoing Judgments Appeals &c being made & entred up in Manner aforesaid the said Court was adjourned without Day — Attest Wm Williams Clerk —

514

August Term 1770

Hampshire ss Anno Regni Georgii Tertii Regis magnæ Britanniæ Franciæ & Hiberniæ decimo

At the Inferiour Court of common pleas holden at Springfield within and for y County of Hampshire on y East Tuesday of August being the 28th day of the said month (and de die in diem to the 4th day of September then next) Anno Domini 1770

Present

Israel Williams Esq
Oliver Partridge Esq
Timothy Dwight Junr Esq
Thomas Williams Esq

Jury of Trials

Ebenezer Hitchcock Junr Foreman
Henry Rogers
Nathaniel Wright
Jonathan Ellis
Jacob Noble
Thomas Morley
Ephraim Gibbs
Nathaniel Whitcomb
Joseph Nash
Noah Cooley
John Belknap
John Langdon

de Tal

In y Case Frary & ux Cook & Wright was off'd Nath Ely on

Cont'd Actions

Arms vs Hinsdell

William Arms of Deerfield in y County of Hampshire yeoman pltf vs John Hinsdell of Deerfield aforesaid yeoman Deft in an Action of Debt as heretofore recorded at large And now the parties come here and y referees to whom this Case was submitted now bring in their award in these words viz We do award and determine that said John Hinsdell pay to y said William Arms and that y'd William do recover of y said John y Sum of thirty two pounds 19/10 lawful money which we determine to be in full Satisfaction of all demands whatever And of all Suits, Controversies, Actions & demands whatever relative to y matters submitted to us by said parties either between y said John & William or y said John and David Arms in y said Rule named relative to y Burning of y's house of the said John Hinsdell do and shall forever cease & determine & that said William also recover against said John his Costs of Suit to be taxed by the Ct. It is therefore considered by y Court that y said William recover against y said John thirty two pounds 19/10 of lawful money Debt and Cost of Court taxed at £6.7.1 & there of &c. Ex.n is d. 21. Dec. 1770

Wilde vs Oakes

James Wilde of Colrain in y County of Hampshire yeoman pltf vs Jonathan Oakes of Conway in said county yeoman Deft in a plea of the Case as recorded at large at y preceeding Term and now at this Term y said James being three times publickly called does not appear to Nonsuit and y'd Jonathan Defaulted, and the action dismissed

Fairchild vs Kellogg

Robert Fairchild of New Haven in y County of New Haven & Colony of Connecticutt yeoman pltf vs Oliver Kellogg lately of a place called the White plains in y County of West Chester in y Colony of New York yeoman Deft in a plea of y Case as recorded at y Last Term — The pltf appears by Simeon Strong esq his att and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Robert recover against y'd Oliver fifteen pounds 14/4 of lawful money damages & Cost of Court taxed at Seven pounds 14/10 & there of &c. Execn is Sept 10th 1770

Day vs Day

Ezekiel Day of Springfield in y County of Hampshire yeoman pltf vs Luke Day of said Springfield yeoman Deft in a plea of Trespass as recorded at large the last Term — The pltf appears by John Worthington esq his att and y said Luke by Joseph Hawley & Jonathan Bliss esquires his attornies comes & defends y force & injury when &c and says he is not guilty thereof in manner & form as y said Ezekiel had declared against him & hereof puts himself on y Country &c y pltf likewise — Thereupon y Jurors at this time according to y Form & Effect of the Statutes in this behalf provided returned and Impanelled being demanded likewise come here Who to say the Truth concerning y premises being duly sworn declare upon their Oath that they find for y pltf four pounds damages & Cost — It is therefore considered by y Court that y said Ezekiel recover against y said Luke four pounds of lawful money damages & Cost of Court taxed at £ & there of &c

The said Luke by one of his att'ys above named viz Jona Bliss esq appeals from y judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of September next ensuing And he recognizes with Sureties as y Law directs for his prosecuting y appeal with effect as by said recognizance on file appears

Lamb vs Taylor

Mary Lamb of Springfield in the County of Hampshire spinster who was the Wife of Samuel Lamb late of Springfield aforesd yeoman Dec'd pltf vs Samuel Taylor Junr of said Springfield yeoman Deft in an Action of Dower as recorded at large the Last Term — The pltf appears by Justin Ely Gent her att'y the Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Mary recover against y'd Samuel her dower in y Messuage & Tenements described in y Writ and Cost of Court taxed at one pound 16/6 & there of &c Execn is d. 20th Sept. 1770

Mary Lamb of Springfield in ye County of Hampshire Spinster who was ye Wife of Samuel Lamb Senr late of said Springfield yeoman Decd pltff vs Thomas Taylor of Springfield aforesd yeoman Deft in an action of Dower as at large on record of ye last Term — And now at this Term ye pltff appears by Justin Ely Gent her attr and ye said John Ely yeoman & said Justin Ely both of Springfield aforesd come into court upon Summons made them in ye Country ye last Term to defend their right &c and freely warrant to ye said Thomas the said demanded premises against ye Demand of the said Demandant — And ye said Mary ye Demandant demands against ye said John & Justin Tenants by their Warranty her reasonable dower which happens to her of said 13 Acres & 130 rods of land before described which was in ye Seisin & possession of her said Husband Samll Lamb Decd & whereof he was seised in his Demesne as of Fee during ye Coverture and whereof she hath nothing & she ye said Mary complains that ye said John & Justin Tenants by their Warranty as aforesd have deforced her thereof &c The said Justin & John being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said Mary recover against ye said John & Justin her dower of ye demanded premises and Cost of Court taxed at one pound 0 ss 10 d thereof &c — Execn is 20th Sept 1770

575 Lamb vs Taylor

Mary Lamb of Springfield in ye County of Hampshire spinster who was ye Wife of Samll Lamb late of said Springfield yeoman Decd pltff vs Thomas Ely yeoman & Simeon Ely yeoman both of said Springfield Defts in a plea of Dower as recorded at large ye last Term — The pltff appears by Justin Ely Gent her attr & ye Defts being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said Mary recover against ye said Thomas & Simeon her Dower of ye premises demanded in ye Writ &c and Cost of Court taxed at one pound 0 ss 10 d thereof &c — Execn is 20th Sept 1770

Idem vs Ely &c

Mary Lamb of Springfield in ye County of Hampshire Spinster who was ye Wife of Samll Lamb Senr late of said Springfield yeoman Decd pltff vs Jonathan Miller of Springfield aforesd yeoman Deft in an Action of Dower as recorded at large the Last Term — The pltff at this Time appears by Justin Ely Gent her attr And Ebenezer Morgan of said Springfield comes into Court upon Summons made him in ye Country & freely warrants to ye said Jonathan Miller ye said demanded premises against ye said demand of ye said demandant & to ye further Warranty thereof against ye said Demand of ye said demandant vouches John Morgan Junr & Benjamin Stebbins Junr both of Springfield aforesd whose deed of Bargain & Sale with warranty of ye same demanded premises he has and prays they may be summoned accordingly — And the aforesaid John Morgan Junr & Benja Stebbins Junr now at this Term by Moses Bliss Esqr their attr come into Court upon summons made them in ye Country & Defend their right &c and freely warrant to ye aforesd Ebenezer Morgan Tenant by his warranty ye aforesd demanded Premises against ye Demand of ye said Demandant — And ye said Mary ye Demandant by her aforesd attr demands agt ye said John and Benjamin Tenants by their Warranty &c her reasonable dower which happens to her of said 11 Acres of land before described which was in ye Seisin and possession of her said Husband Samll Lamb decd wherof he was seized in his demesne as of Fee during ye Coverture wherof she hath nothing and she ye said Mary complains that ye said John & Benjamin Tenants by their Warranty aforesd have deforced her thereof &c — The said John and Benjamin being three Times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said Mary recover against ye said John and Benja her Dower of ye demanded premises & Cost of Court taxed at one pound 0 ss 10 d thereof &c — Execn is 20th Sept 1770

Miller vs Miller

Entries at this Term

Isaac Davis of Greenwich in ye County of Hampshire yeoman pltff vs Timothy Kinds of said Greenwich yeoman Deft in a plea of Trespass wherein ye said Isaac complains that said Timothy at said Greenwich on ye 15th day of March last past with Force & Arms an Assault made on ye Body of said Isaac he being then & there in ye peace of God & our peace & him beat, wounded and evilly Intreated so that thereby he was long unable to follow his lawful Business & his life was brought into danger & many other wrongs and Injuries against said Isaac ye said Timothy then & there did contrary to Law & against our peace & to ye Damage of said Isaac fifty pounds The parties now come here in their proper persons & refer this case & all other demands subsisting between them to ye final determination & award of Messrs Joseph Root of Montague John Clary of Sunderland & Joseph Washburn of New Braintree or any two of them Arbitrators mutually Elected and named by ye said parties to be made upon ye premises & returned into this Court as soon as may be and ye same submission is made of this Court by said parties have a Day &c

Davis vs Kinds

Elijah Wells of Conway in ye County of Hampshire yeoman pltff vs Chilias Smith Esqr of Ashfield in said County yeoman Deft in a plea of Trespass for that ye said Chilias at said Ashfield on ye 19th day of July last past and at divers days & times between said 19th day of July & this day ye said Elijahs close in Ashfield aforesd called the said Elijahs 20 Acres which he bought of ye Selectmen of Ashfield being part of the House Lot No 27 first division bounded North & South by ye End Lines of ye same Lott West by ye West Line of ye same Lott & from said West Line Extending East so far in Breadth as to make ye Quantity of twenty acres with Force and Arms broke & Entered and ye said Elijahs Grass there Lately Growing to ye Value of Eight pounds with force and Arms cut down & carried away contrary to Law and against our peace & to ye Damage of ye said Elijah nine pounds

Wells vs Smith

The parties come here and move that ye case may be continued until ye next Term and it is granted them and the said parties have a day in this Court here until the second Tuesday of Feby next Ensuing

Cooley v Lothrop No 3

Gideon Cooley late of Greenwich in y County of Hampshire yeoman pltff vs John Lothrop late of said Greenwich yeoman Deft in a plea of the Case for that s John at said Greenwich on y 6th day of Jany last past by his note of that date for Value rec promised y said Gideon to pay him or his order y Value of 40s lawful money to be paid in neat Cattle at y money price to be delivered at y Dwelling House of Benjamin Cooleys in Greenwich aforesd by y first day of April then next with Interest Damages The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that the said Gideon recover against y said Chilcat two pounds 3s 6d p of lawful money damages & Cost of Court taxed at two pounds 2s 9d thereof &c — Exd is 22 Sept 1770

Perkins v Edson No 4

Eleazer Porter of Hadley in y County of Hampshire esq pltff vs Jonathan Edson of Ashfield in said County yeoman Deft in a plea of y Case for that s Jonathan at Hadley on y first day of Jany last past being justly indebted to s Eleazer in y sum of ~~[illegible]~~ pounds 5s lawful money to ballance Book Act according to y Act annexed to y Writ said Jonathan in Consideration thereof promised s Eleazer to pay him y same sum on demand &c as in the Writ — The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Eleazer recover against y said Jonathan two pounds 7s 6d of lawful money damages and Cost of Court taxed at two pounds 1s 6d thereof &c Ex. 25. 7th June 1771

Powers v Rude No 5

Ephraim Powers of Number five and in that part thereof belonging to Hampshire County yeoman pltff vs Andrew Rude of y said Number five and that part belonging to y County aforesaid yeoman Deft in a plea of y Case for that said Andrew at said Number five on y 7th day of Dec 1760 by his note of that date for Value rec promised said Ephraim to pay him twelve pounds lawful money by y first day of May then next with Interest till paid; And also for that said Andrew at y same Number five on y same day of Dec by his other note of y same date for Value rec promised said Ephraim to pay him one pound 17s lawful money by y first day of May then next with interest till paid; And also for that y same Andrew at Northampton on y first day of July Instant being Indebted to said Ephraim in one other sum of eight pounds 5s lawful money for sundry Articles of Act according to y Act annexed to y Writ said Andrew in Consideration thereof promised said Ephraim to pay him y same on demand &c as in the Writ — The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Ephraim recover against y s Andrew twenty three pounds 4s of lawful money damages & Cost of Court taxed at two pounds 7s 8d thereof &c Exd is 22 Oct 1770

Williams v Nichols No 6

John Chester Williams of Hadley in y County of Hampshire Gent pltff vs James Nichols of Brookfield in y County of Worcester yeoman Deft in a plea of y Case for that s James at ~~Greenfield~~ Middletown aforesd on y second day of Dec last past by his note of that date for Value rec promised said John to deliver him Eighty Gallons of Good West India Rum by y first day of June to be delivered at Middletown aforesd with Interest after y said first day of June till paid &c as in the Writ — The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — Therefore it is considered by y Court that y s John Chester recover against y said James Ten pounds 16s of lawful money damages & Cost of Court taxed at one pound 19s 10d thereof &c Ex. is 16th Dec 1770

Warner v Sprague No 7

Jonathan Warner of Hadley in y County of Hampshire Trader pltff vs Theodore Sprague of Williamsburg in y County of Berkshire yeoman Deft in a plea of y Case for that said Theodore at said Hadley on y first day of August last past being indebted to s Jonathan in y sum of 15s lawful money for sundry Articles of Book Act according to y Act annexed to y Writ said Theodore in consideration thereof promised s Jonathan to pay him y same on demand; And also for that s Theodore at said Hadley on y fifth day of Jany last by his note of that date for Value rec promised s Jonathan to pay him two pounds 16s lawful money on demand with Interest &c as in y Writ The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Jonathan recover against y said Theodore three pounds 9s 6d of lawful money damages & Cost of Court taxed at two pounds 1s 2d and thereof &c Exd is 22 Sept 1770

Hunt v Scott No 8

Jonathan Warner of Hadley in y County of Hampshire Trader pltff vs Moses Scott late of Bernardston in said County yeoman Deft in a plea of y Case for that said Moses at Hadley on y first day of July current being indebted to said Jonathan in y sum of two pounds 15s 2d lawful money to ballance Acts according to y Act annexed to y Writ said Moses in consideration thereof promised said Jonathan to pay him the same on demand &c as in y Writ — The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said Jonathan recover against y said Moses two pounds 15s 2d of lawful money damages & Cost of Court taxed at two pounds 0s 10d thereof &c — Exd is 22 Sept 1770

Hunt v Skinner No 9

Jonathan Warner of Hadley in y County of Hampshire Trader pltff vs Joseph Skinner of Greenwich in said County yeoman Deft in a plea of y Case for that said Joseph at s Hadley on y first day of July current being indebted to s Jonathan in y sum of two pounds 8s 10d lawful money for sundry Articles of Book Act according to y Act annexed to y Writ s Joseph in Consideration thereof promised s Jonathan to pay him the same on demand &c as in y Writ — The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said Jonathan recover against y said Joseph two pounds 8s 10d of lawful money damages & Cost of Court taxed at ~~[illegible]~~ 10 thereof &c Exd is 22 Sept 1770

Hunt v Way No 10

Jonathan Warner of Hadley in y County of Hampshire Trader pltff vs Ralph Way of said Hadley Labourer Deft in a plea of y Case for that said Ralph at s Hadley on y 14th day of April 1765 by his note of y date for Value rec promised s Jonathan to pay him two pounds 12s on demand with Interest — And also for that said Ralph at said Hadley on y 14th day of April 1765 by his other note of y same date for Value rec promised said Jonathan to pay him three pounds 19s lawful money on demand with Interest &c as in y Writ The pltff appears by Elisha Porter Gent his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Jonathan recover against y said Ralph six pounds 8s 6d of lawful money damages & Cost of Court taxed at one pound 17s 8d thereof &c — Exd is 22 Sept 1770

James Meacham of Hadley in y County of Hampshire yeoman pltf vs Theodore Sprague of Williamsburg in y County of Berkshire yeoman Deft in aplea of y Case for that said Theodore at said hadley on y 23d day of May 1769 by his note of that date for Value rec promised said James to pay him fifteen pounds lawful mony on or before y 23d day of Nov then next with Interest till paid &c as in the Writ. The pltf appears by Elisha Porter Gent his attn and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said James recover against y said Theodore Sixteen pounds 3/1 of lawful mony damages Cost of Court taxed at two pounds 4/8 Whereof &c — Execn 22d Sept 1770

Meacham vs Sprague 17

Simeon Morton of Hatfield in the County of Hampshire yeoman pltff vs Asaph Chilson late of Conway in y county afores yeoman Deft in aplea of the Case for that said Asaph at said Hatfield on y 15th Day of Septr last past by his note of that date for Value rec promised said Simeon to pay him Sixteen pounds 13/4 lawful mony on demand with Interest &c as in y Writ — The pltf appears by Elisha Porter Gent his attn and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Simeon recover against y said Asaph Seventeen pounds 12/4 of lawful mony damages Cost of Court taxed at two pounds 2/0 Whereof &c

Morton vs Chilson 12

Aaron Graves of Palmer in y County of Hampshire yeoman pltf vs Isaac Colton of said Palmer Gent Deft in aplea of y Case for that said Isaac at said Palmer the first day of July last past was indebted to said Aaron in y Sum of Forty pounds 13/10d by Book Acct for divers Wares &c & for a yoke of Oxen sold by said Aaron to said Isaac & for Boarding s Isaac 200 Weeks & for pasturing & feeding s Isaacs Horses & for monies lent by said Aaron to said Isaac in consideration thereof s Isaac promised s Aaron to pay him y same on demand &c And also for that s Aaron had before y same first day of July afores boarded & Entertained said Isaac other 200 Weeks in Consideration thereof said Isaac promised said Aaron to pay him therefor on demand so much mony as he deserved to have & s Aaron in fact says he deserved to have y sum of forty five pounds 16/ lawful mony whereof said Isaac had notice; And also for that s Isaac at s d Palmer on y first day of July last was justly indebted to s Aaron in y Sum of Seven pounds 16/ for one other Yoke of Oxen in Consideration thereof s Isaac promised said Aaron to pay him y same on demand &c as in y Writ — The pltf being three times publickly called ~~to come into~~ Court is Nonsuit & Deft likewise defaulted & y Action dismissed

Graves vs Colton 13

Josiah Henry of South Hadley in y County of Hampshire yeoman pltf vs Elisha Hedge of Hardwick in y County of Worcester yeoman Deft in aplea of y Case for that s d Elisha at said South Hadley on y fourth day of Decemr 1769 by his note for value rec promised said Josiah to pay him or his order Six pounds 13/4 lawful mony on or before the first day of May then next with Interest till paid; Also for that s Elisha at said Springfield on y same day of Decr afores by his other note for Value rec promised said Josiah to pay him Sixteen pounds 13/ lawful mony by the fourth day of March then next with Interest &c as in y Writ — The pltf appears by Simeon Strong Esqr his attn And Paul Mandell Deputy Sheriff in y County of Worcester brings into this Court the said Elisha and the said Josiah by his attn afores moves that y said Elisha may be taken into Custody of y Sheriff of this County by order of this Hon d Court & the court having considered of y motion are of opinion that y said Elisha ought not to be taken into Custody on this motion for that y Sher of Worcester had no Authority to bring y Deft into this Court — y precept of the Writ Notwithstanding y said Josiah then moves further that y said Elisha being personally here may be taken into Custody & committed to his majestys Goal according to law that his body may be taken in Execn The Court having considered y last motion are of opinion that the Deft ought not to be taken into Custody — And now y said Elisha being three times publickly called makes default of appearance here It is therefore considered by y Court that y said Josiah recover against y s d Elisha twenty four pounds 9/7 of lawful mony damages & Cost of Court taxed at one pound 16/10 Whereof &c — Execn 25 Septr 1770

Henry vs Hedge 11

Simon Cooley of Sunderland in y County of Hampshire yeoman pltf vs Ebenezer Prescott of Paxton in y County of Worcester yeoman Deft in aplea of the Case for that said Ebenezer at Sunderland afores on y first day of July 1769 by his note for Value rec promised s d Simon to pay him fourteen pounds 1/2 lawful mony on demand with interest till paid &c as in y Writ — The pltf appears by William Billings Gent his attn & y Deft being three times publickly called makes default of appearance here It is therefore considered by y Court that y said Simon recover against y said Ebenezer fifteen pounds 9/4 of lawful mony damages & Cost of Court taxed at two pounds 3/0 and Therefore &c — Execn 27th Aug t 1771

Cooley vs Prescott 15

Timothy Lewis of Ashfield in y County of Hampshire Husbandman pltf vs Isaac Shepard of Ashfield afores husbandman Deft in aplea of y Case for that said Isaac at Ashfield afores on y last day of July last was indebted to said Tim o in y Sum of three pounds 12/ lawful mony for Work done by said Timothy for said Isaac at his special Instance & Request according to y Acct annexed to y Writ said Isaac in consideration thereof promised said Timothy to pay y same sum when he should be requested &c as in y Writ — The pltf appears by William Billings Gent his attn and y Deft being three times publickly called makes default of appearance in Court Therefore it is considered by y Court that said Tim o recover against s d Isaac three pounds 12/ of lawful mony damages Cost of Court taxed at two pounds 7/10 Whereof &c

Lewis vs Shepard 16

Moses Clark of Sunderland in y County of Hampshire yeoman pltf vs Joseph Mitchel of Milford in s d County yeoman Deft in aplea of y Case for that said Joseph at Sunderland afores on y eighth day of Augt 1769 by his note for Value rec promised s d Moses to pay him 32/4d lawful mony by y first day of Octo then next with Interest Also for that s d Joseph on y same day & year afores at Sunderland afores by his other note for Value rec promised s d Moses to pay him 38/ by y first day of Octo then next with Interest &c as in y Writ The pltf appears by William Billings Gent his attn & y Deft being three times publickly called makes default of appearance here. It is therefore considered by y Court that y said Moses recover against y said Joseph three pounds 16/02 lawful mony damages Cost of Court taxed at two pounds 3/2 Whereof &c — Execn 24th Sept 1770

Clark vs Mitchel 17

518 Billing vs Rider 18

Fellows Billing of Sunderland in ye County of Hampshire Gent pltff at Shelburne in said County Widow Deft in a plea of the Case for that said Mary at said Sunderland on ye Ninth day of August 1770 by her note for Value rec promised said Fellows to pay him Seven pounds 9/0 lawful money on demand with Interest &c as in ye Writ — The pltt appears by William Billing Gent his attr & ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Fellows recover against ye said Mary Eight pounds 7/1 of lawful money damages & Cost of Court taxed at two pounds 3/1 & thereof &c — Execn is 24th Sept 1770

Idem vs Phillips 19

Fellows Billings of Sunderland in ye County of Hampshire Gent pltff vs Thomas Phillips of Lisfield in said County yeoman Deft in a plea of ye Case for that said Thomas at said Sunderland on ye 28th day of Jany 1770 by his note of that date for Value rec promised said Fellows to pay him or his order four pounds 7/ lawful money on demand with Interest &c as in ye Writ — The pltt appears by William Billing Gent his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Fellows recover against ye said Thomas four pounds 10/2 of lawful money damages & Cost of Court taxed at two pounds 2/0 & thereof &c — Execn is 24th Sept 1770

Idem vs Wells 20

Fellows Billings of Sunderland in ye County of Hampshire Gent pltff vs Noah Wells of Hatfield in said County husbandman Deft in a plea of the Case for that said Noah at Sunderland afores on ye tenth day of June current owed ye said Fellows two pounds 12/7 lawful money for sundry Articles of Book Acct according to ye Acct annexed to ye Writ in Consideration thereof said Noah promised ye said Fellows to pay him ye same when he should be requested &c as in ye Writ The pltt appears by Willm Billings Gent his attr & ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Fellows recover against ye said Noah two pounds 12/7 of lawful money damages & Cost of Court taxed at two pounds 1/0 & thereof &c — Execn is 24th Sept 1770

Alvord vs White 21

Elisha Alvord of Northampton in ye County of Hampshire Shopkeeper pltff vs Jacob White late of Southampton in said County now resident at Tilto field in ye County of Berkshire Blacksmith Deft in a plea of the Case for that said Jacob at Springfield on ye 28th Day of Octr last past by his note of that date for Value rec promised said Elisha to pay him or his order five pounds 1/7 on demand with Interest &c as in ye Writ The pltt appears by Daniel Hitchcock Gent his attr & ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Elisha recover against ye said Jacob five pounds 6/9 of lawful money damages & Cost of Court taxed at two pounds 6/ & thereof &c — Execn is 13th Sept 1770

Lock vs Corse 23

Joseph Lock of Chatesbury in ye County of Hampshire yeoman pltff vs Gad Corse of Shelburne in said County yeoman Deft in a plea of ye Case for that said Gad at said Springfield on ye 24th Day of March last past by his note of that date for Value rec promised said Joseph to pay him or his order three pounds 17/4 on demand with Interest &c as in ye Writ — The pltt appears by Daniel Hitchcock Gent his attr & ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Joseph recover against ye said Gad three pounds 19/8 of lawful money damages & Cost of Court taxed at two pounds 4/6 & thereof &c — Execn is 22 Nov 1770

Burr vs Wheeler 24

Ephraim Burr of Easton in ye County of Bristol yeoman pltff vs Ephraim Wheeler of Worthington in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Wheeler at said Springfield on ye 20th day of Feby last past by his note of that date for Value rec promised said Burr to pay him Ten pounds & on demand with Interest till paid; Also for that said Wheeler at said Springfield on ye same 20th Day of Feby last by his other note of that date for Value rec promised said Burr to pay him four pounds on demand with Interest till paid &c as in ye Writ The pltt appears by Daniel Hitchcock Gent his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Burr recover against ye said Wheeler fourteen pounds 17/3½ of lawful money damages & Cost of Court taxed at three pounds 1/8 & thereof &c — Execn is 22 Nov 1770

Dwight & al vs Mitchel 25

Timothy Dwight, Esq of Northampton in ye County of Hampshire Esq pltff vs Joseph Mitchel of Ashfield in said County yeoman Deft in a plea of ye Case for that said Joseph at said Northampton on ye fifth day of Decemr 1769 by his note of that date for Value rec promised said Timo to pay him Seventeen pounds 12/8 lawful money on demand with Interest till paid &c as in ye Writ — The pltt appears by Daniel Hitchcock Gent his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Timothy recover against said Joseph Nineteen pounds 9/8 of lawful money damages & Cost of Court taxed at two pounds 1/ and thereof &c — Execn is 18th Sept 1770

Idem vs Edson &c 26

Timothy Dwight, Esq of Northampton in ye County of Hampshire Esq pltff vs Jonathan Edson yeoman & Richard Phillips yeoman both of Ashfield in ye County afores Defts in a plea of ye Case for that said Jonathan & Richard at said Northampton on ye 30th Day of Jany last past by their note for Value rec promised said Timo to pay him Eighteen pounds 1/ lawful money on or before ye first day of May then next with Interest till paid &c as in ye Writ — The pltt appears by Daniel Hitchcock Gent his attr and ye Defts being three times publickly called make default of appearance here — It is therefore considered by ye Court that ye said Timothy recover against ye said Jonathan & Richard Eighteen pounds 17/1 of lawful money damages & Cost of Court taxed at two pounds 2/8 And thereof &c — Execn is 18th Sept 1770

Hadlock vs Hayden 27

Josiah Hadlock of Hatfield in the County of Hampshire yeoman pltff vs Josiah Hayden of said Hatfield yeoman Deft in a plea that said Hayden render to said Hadlock Twenty pounds lawful money which to said Hadlock he owes and from him detains & whereon said Hadlock says that said Hayden at said Hatfield on ye fourteenth day of May in ye tenth year of our Reign ~~been~~ by his Bond of that date bound

himself to ye said Hadlock in the sum of Twenty pounds lawful money to be paid to said Hadlock on demand &c as in the Writ — The pltt appears by Daniel Hitchcock Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Hadlock recover against ye said Hayden two pounds 19s 7d of lawful money Debt and Cost of Court taxed at one pound 19s 2d Ithereof &c — Execon is 20th Nov 1770

Hadlock vt Hayden

Herman Brimmer of Boston in ye County of Suffolk Merchant pltt vs John Will of Granby in ye County of Hampshire Gentn Deft in a plea of ye Case for that said John at Springfield aforesaid on ye 17th Day of Jany 1765 by his note of that date for Value rec promised one Ralph Inman to pay him or his order two pounds 16s lawful mony on demand And afterwards on ye same day of Jany at Springfield afores said Ralph by his Indorsment ordered ye contents of said note then wholly due to be paid to said Herman — of which said John Instantly had notice & in Consideration thereof said John promised said Herman to pay him ye same on demand, Also for that said John at Springfield afores on ye 20th day of Nov 1764 by his other note of that date for Value rec promised said Herman to pay him or his order three pounds 6s 8d lawful mony on demand &c as in ye Writ — The pltt appears by Joshua Upham Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — His therefore considered by ye Court that ye said Herman recover against ye said John six pounds 3s 8d of lawful mony damages and Cost of Court taxed at two pounds 16s 8d Ithereof &c — Execon is 15th Nov 1770

Brimmer vt Will 20

David Pratt of Ware in ye County of Hampshire Yeoman pltt vs Oliver Gaylord of South Hadley in ye County afores yeoman Deft in a plea of the Case for that said Oliver at Springfield on ye 20th day of Jany last by his note of that date for Value rec promised said David to pay him Eight pounds 8s lawful mony within four months with Interest from ye Expiration of four Months if not paid till paid &c as in ye Writ — The pltt appears by Joshua Upham Gent his attr and ye Deft being three times publickly called makes default of appearance here — His therefore considered by ye Court that ye said David recover against ye said Oliver Eight pounds 10s 8d of lawful mony damages & Cost of Court taxed at one pound 12s 10d Ithereof &c — Execon is 20th Sept 1770

Pratt vt Gaylord 29

Isaac Fellows of Woodstock in ye County of Worcester yeoman pltt vs Nehemiah Smith of Greenwich in ye County of Hampshire yeoman Deft in a plea of the Case for that said Nehemiah at Springfield on ye first day of May 1767 by his note of that date for Value rec promised Isaac to pay him or his order four pounds 16s 1d lawful mony on demand with Interest till paid &c as in ye Writ — The pltt appears by Joshua Upham Gentn his attr ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Isaac recover against ye said Nehemiah five pounds 12s 9½d of lawful mony damages & Cost of Court taxed at two pounds 8s 4d Ithereof he may have his Execon — Exn is 20th March 1771

Fellows vt Smith 30

Jonathan Olson of Westfield in ye County of Hampshire Yeoman pltt vs Abel Merriman of Conway in ye said County Yeoman Deft in a plea of the Case for that ye said Abel at Springfield on ye 27th day of April last past by his promissory note in writing under his hand of that date for Value rec promised ye said Jona to pay him ye sum of three pounds lawful money on demand with Interest, meaning lawful Interest for ye same till paid Yet ye said Abel tho often requested hath never paid said Sum or ye Interest thereof but unjustly neglects it To ye Damage of ye said Jona five pounds — The pltt appears by Samuel Barnard Gent his attr and ye Deft being three times publickly called makes default of appearance here — His therefore considered by ye Court that ye said Jonathan recover against ye said Abel three pounds 15s 7½d of lawful mony damages and Cost of Court taxed at two pounds 8s 10d and Ithereof &c — The said Abel afterwards at this Term comes here by William Billings Gent his attr and appeals from ye judgment of this Court to ye Superiour Court of judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of Sept next and he recognizes with Sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Olson vt Merriman 31

Daniel Jones of Hinsdale in ye ~~County~~ Province of New Hampshire Esq pltt vs Ebenezer Train of Greenwich in ye County of Hampshire yeoman Deft in a plea of the Case for ye said Ebenezer at Springfield on ye 31st day of August 1763 by his note for Value rec promised said Daniel to pay him or order two pounds 8s 9d lawful mony on demand with Interest till paid &c as in ye Writ — The pltt appears in his proper person ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Daniel recover against the said Ebenezer two pounds 15s 4½d of lawful mony damages & Cost of Court taxed at two pounds 6s 4d Ithereof &c — Execon is Octr 8th 1770

Jones Esq vt Train 32

Oliver Lovell of Nottingham in ye County of Cumberland & Province of New York Gent pltt vs Solomon Phelps late of Hadley in ye County of Hampshire Gentn Deft in a plea of the Case for that said Solomon at Springfield on ye 9th Day of Augt 1769 by his note for Value rec promised said Oliver to pay him or his order Five pounds 15s lawful mony within two months with Use — And also for that said Solomon at Springfield afores on ye last day of June last was indebted to ye said Oliver one pound 7s lawful mony on Act according to ye Act annexed to ye Writ said Phelps in consideration thereof promised said Lovell to pay him ye same on demand &c as in the Writ — The pltt appears by Daniel Jones Esq his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Oliver recover against ye said Solomon four pounds 17s 11d of lawful mony damages & Cost of Court taxed at two pounds 18s 10d Ithereof &c — Execon is Octr 8th 1770

Lovell vt Phelps 33

David Field of Deerfield in ye County of Hampshire Gent pltt vs Jonath Thayer & Peter Thompson both of Charlemont in ye said County yeomen Deft in a plea of ye Case for that ye said Jonathan & Peter at Springfield afores on ye 26th day of Jany 1770 by their note of that date for Value rec promised ye said David to pay him or order six pounds 13s lawful mony on demand with Interest till paid &c as in ye Writ — The pltt appears by Samuel Field Gent his attr and ye Deft being three times publickly called make default of appearance in Court — Therefore it is considered by ye Court that ye said David recover against ye said Jonathan & Peter six pounds 17s 10½d of lawful money damages and Cost of Court taxed at two pounds 18s 8d Ithereof &c

Field vt Thayer & ux 34

520

Dickinson vs Sharp

35

Nathaniel Dickinson of Deerfield in y County of Hampshire yeoman pltf vs Caleb Sharp of Conway in y said County House Wright Deft in a plea of y Case for that s Caleb at said Deerfield on y first day of Oct 1765 by his note of that date for value recd promised said Nathaniel to pay him or his order twenty pounds on demand with Interest for y same till paid &c as in the Writ. The pltf appears by Samuel Field Gent his attorney and y Deft being three times publickly called makes default of appearance here — His therefore considered by y Court that y said Nath recover against y said Caleb fourteen pounds 0/ of lawful money damages & Cost of Court taxed at two pounds 1/ 7 Where of &c

Execution 29th Oct 1770

Whitney vs Chilson

36

David Whitney of Conway in y County of Hampshire yeoman pltf vs Asaph Chilson of Conway afores yeoman Deft in a plea of y Case for that said Asaph at s Conway on y Eleventh day of Feby last past by his note of that date for Value recd promised said David to pay him or his order twelve pounds 13/3 on demand with Interest &c The pltf appears by Samuel Field Gent his attorney and y Deft being three times publickly called makes default of appearance here — His therefore considered by y Court that y said David recover against y said Asaph Thirteen pounds 1/9 of lawful money damages & Cost of Court taxed at two pounds 2/0 are of the &c

Execution Jany 2. 1771

Holton vs Pratt &c

37

Israel Holton of Worthington in y County of Hampshire husbandman pltf vs John Pratt yeoman & Hezekiah Hooper Blacksmith both of Bridgewater in y County of Plymouth Defts in a plea of Trespass on y Case & Whereon said Israel complains y said John & Hezekiah on y 19th day of March last at Springfield made their certain promissory Note bearing date y s 19th day of March last and by y same note promised to pay one Ephraim Allen or order Eighty four pounds 7/0 p within three months with Interest till paid — The whole contents of s d note being unpaid said Ephraim afterwards on y 19th day of July inst at Springfield afores indorsed y Note and by that Indorsement ordered y Contents of said note to be paid to said Israel whereof y said John & Hezekiah had notice and by reason thereof became liable to pay to y pltf y whole contents of s d Note according to y Tenor thereof in consideration of y premises to s d Israel promised to pay him y s d contents of said note on demand &c as in y Writ. The pltf appears by Joseph Hawley Esq his attorney and y Defts being three times publickly called makes default of appearance in Court — His therefore considered by y Court that y said Israel recover against y said John & Hezekiah Eighty six pounds 13/4 of lawful money damages & Cost of Court taxed at two pounds 1/0 Where of &c

Execution issued 12th Nov 1770

Wait vs Winship

39

David Waits of Hatfield in y County of Hampshire yeoman pltf vs Ebenezer Winship of Cambridge in y County of Middlesex Gent Deft in a plea of Trespass on y Case for that said Ebenezer on y 28th day of April last by his note for Value recd promised said David to pay him or his order thirteen pounds 0/0 lawful money on demand with Interest till paid &c as in y Writ — The pltf appears by Joseph Hawley Esq his attorney and y Deft being three times publickly called does not appear His therefore considered by y Court that y s d David recover against y s d Ebenezer thirteen pounds 12/0 of lawful money damages & Cost of Court taxed at two pounds 0/0 Where of &c

Execution is 22d Oct 1770

Erving Junr vs Poole

40

John Erving Junior of Boston in y County of Suffolk Esq pltf vs Samuel Poole of Shelburne in y County of Hampshire Gent Deft in a plea of Trespass on y Case for that whereas said Samuel on y 4th day of August last past at Springfield afores by his note for Value recd promised said John to pay him five pounds 0/0 lawful money on demand with y lawful Interest thereof from y s d 4th day of June 1769 till paid &c as in y Writ — The pltf appears by Joseph Hawley Esq his attorney and Deft being three times publickly called makes default of appearance in Court His therefore considered by y Court that y said John recover against y s d Samuel five pounds 0/0 of lawful money damages and Cost of Court taxed at three pounds 0/0 Where of &c

Execution Dec. 16th 1770

Judd &c vs Cook &c

41

Samuel Judd yeoman Silas Brown yeoman of Northampton in y County of Hampshire Obadiah Irary, Ebenezer French, Abner Pomeroy, Selah Clarke, Asher Loomis & Samuel Danks all of Southampton in y County afores yeomen pltfs vs Cook Gentn & Hezekiah Hubbard Yeoman both of Hadley in y said County Defts in a plea of Action wherein the said Judd, Brown, Irary, French, Pomeroy, Clarke, Loomis & Danks complain of y said Cook & Hubbard for this that they on y 11th day of May last & at diverse days and Times between y s d 11th day of May last and y first day of June then next following with Force and Arms in y several fishery of y s d pltfs in y great River called Connecticutt River in our said County of Hampshire in a part of y s d River Northwestward of a place called Hocomum meadow in Hadley afores and y fish of them y s d pltfs from their fishery afores to wit 300 Shad & 150 Salmon of y s d fish of Value of ten pounds then and at y several Times aforesaid there found so inclosed & confined in y said fishery in & by y Net of y s d pltfs as that they were within y Immediate power & possession of y s d pltfs did take and carry away and other Wrongs and outrages on y s d pltfs did then & there commit against our peace to y s d Damage of y s d pltfs fifteen pounds, And also for this that y s d Cook and Hubbard afterwards on y said 11th day of May afores & at diverse other days & Times between y s d 11th day of May & y s d first day of June with Force and Arms y s d afores Several fishery of y s d pltfs broke into y s d fishery without any Licence of y s d pltfs of their own wrong and without any lawful authority maliciously & unjustly entered and y s d Several fishery of y s d pltfs occupied and therefrom held out y s d pltfs & obstructed and wholly prevented y s d pltfs from fishing in their Several fishery afores and other 300 shad & 150 other Salmon then and there took and other outrages on y s d pltfs then & there committed against our peace and to y s d Damage of y s d pltfs ten pounds, And also for this that said Cook & Hubbard afterwards on y said 11th day of May afore said & at diverse other days & Times between y s d 11th day of May & y s d first day of June with Force and Arms y s d afores Several fishery of y s d pltfs broke into y s d fishery without any Licence from y s d pltfs Entered and their fish from their fishery afores to wit 500 Shad & 100 Salmon to y s d Value of twelve pounds then & at y s d several times afores there found did scare affright & drive away from y s d fishery afores & other outrages on y s d pltfs did then & there commit against our peace & to y s d Damage of y s d pltfs fifteen pounds & therefore to wit for all y s d above mentioned Damages y said pltfs produce & the said all y s d above declared Trespasses, Outrages, Wrongs being to y s d Damage of y s d pltfs forty five pounds

[illegible] pltfs

The pltts appears by Joseph Hawley & Simeon Strong Esquires their attys And ye said Elisha Cook by John Worthington esq & Elisha Porter Gent his attys comes & defends ye force and Injury when &c & for plea says he is not guilty in manner & form as ye pltts in their declaration have thereof against him alledged & thereof puts him selfe on ye Country — And ye pltts likewise — And ye said Ezekiah Hubbard by John Worthington Esq and Elisha Porter Gent his attys comes & defends ye force & Injury when &c and for plea says that he is not guilty in manner & form as ye pltts in their declaration have thereof against him alledged & thereof puts himself on ye Country — And ye pltts likewise — Thereupon ye Jurors at this Time according to ye form and effect of ye Statutes in this Behalf provided returned & impanelled being called likewise come here Who to say ye Truth concerning ye premises being duly sworn by Mr Ebenezer Hitchcock their foreman declare upon their Oath that they find for ye pltt ~~Dam~~ five pounds Damages and Cost of Court — It is therefore considered by ye Court that ye pltt recover against ye Defts five pounds of lawful money damages & Cost of Court taxed at Nine pounds 1/0 & thereof they may have their Execn

The said Defts by one of their above named attys viz Elisha Porter Gent appeal from ye judgment of this Court to ye superiour Court of Judicature to be holden at Springfield in and for ye County of hampshire on ye fourth Tuesday of Septmbr And he recognizes with Sureties as ye law directs for their prosecuting ye appeal with Effects as by said recognizance as on file it appears

5/2

Tracy & al vs Cook &c

Edward East of Greenfield in ye County of hampshire yeoman pltt or Aaron Denio of Greenfield aforesd Inn holder Deft in a plea wherein ye said Edward demands against ye s.d Aaron ye whole Lott of Land in Bernardston in ye said County of Hampshire hereinafter mentioned that is to say ye 26th original Lott in that division of Lands in ye said Bernardston called ye first division for division of House Lotts with ye appurtenances as his Right and Inheritance & into which Lott ye said Aaron with in thirty years now last past unjustly and without judgment hath made Entry & thereof disseised ye said Edward and whereupon ye said Edward saith that within thirty years last past he himself was seized of ye said 26th Lott with ye appurtenances in his Demesne as of fee and right in a time of peace in ye time of ye late lord King George ye second our royal predecessor by taking ye profits thereof to ye value of five pounds and more in rents, Corn & grass & right which ye said Aaron within ye said 30 years unjustly and without judgment Entered and thereof disseised him ye said Edward & thereof deforced him & as ye said Edward complains Still deforceth him to ye Damage of said Edward fifty pounds — The pltt appears by ~~Simeon~~ Joseph Hawley esq his att and ye said Aaron by Simeon Strong Esq his Attorney and prays leave to imparl to ye next Term that he may have Opportunity to summon John Burk of Bernardston aforesd under whom he holds ye demanded premises &c And it is granted him and ye Action continued until ye second Tuesday of November next Ensuing

East 47 vs Denio

42

Thomas Williams of Deerfield in ye County of Hampshire Esq pltt or Joseph Mitchel of Ashfield in ye said County yeoman Deft in a plea that said Joseph render to s.d Thomas twelve pounds 12/0/0 lawful money which to said Thomas he owes and from him detains and whereon said Thomas says that at ye Inferiour Court holden at North Hampton on ye second Tuesday of Nov in ye ninth year of our Reign by ye Commission of ye same Court s.d Thos recovered judgment against said Joseph for ye Sum of Eleven pounds 1/11/0 lawful money for his damages by reason of said Joseph's not performing his promises before made also for ye Sum of one pound 10/10 like money for his Costs about his Suit in that Behalf Expended where of said Joseph is convict as by ye Record thereof is manifest which Judgment remains in full force not satisfied altho Execn on ye Judgment aforesd was afterwards on ye 18th day of Nov aforesd sued out yet no part of ye Sums aforesd have been levied thereby but ye same Execn is returned wholly unsatisfied and altho said Thomas afterwards on ye 18th day of Feby 1769 sued out an Alias Execn on ye Judgment aforesd yet no part of ye Sums aforesaid have been levied thereby But ye same Alias Execn is returned wholly unsatisfied Whereby an Action hath accrued to ye same Thos to demand of ye said Joseph ye sd Sums &c as in the Writ — The pltt appears by Jonathan Ashley Esq his att and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Thomas recover against ye said Joseph fourteen pounds 13/12/0 lawful money debt damages and two pounds 6/11 allowed him for his Costs & thereof &c

Execn is Septr 5th 1770

Williams Esq vs Mitchel

43

Jonathan Ashley Junr of Deerfield in ye County of Hampshire Gentn pltt or Benjamin Munn Junr of Deerfield aforesaid Joiner Deft in a plea of ye case for that said Benjamin at ye s.d Deerfield on ye second day of April 1769 being indebted to said Jona in ye Sum of three pounds he ye s.d Benja in consideration thereof made his certain writing sealed and delivered to one Joseph Stebbins requesting him to pay ye aforesd sum on demand for value rec by ye s.d Benja of ye s.d Jona and afterwards to wit on ye same second day of April aforesd ye s.d Jona shew said order to said Joseph and requested said Joseph to pay ye Contents thereof But ye s.d Joseph wholly refused to pay to said Jona ye Contents of said Order of all which said Benjamin had notice and so became liable to pay ye Contents of said order to said Jonathan & being so liable said Benjamin promised ye said Jona to pay him ye Contents of said Order according to ye Tenor thereof &c as in ye Writ

The pltt appears in his proper person and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Jonathan recover against ye said Benjamin three pounds of lawful money damages & Cost of Court taxed at two pounds 6/11 & thereof &c — Execn is 22d Septr 1770

Ashley Junr & Munn Junr

44

Joel White of South Hadley in ye County of hampshire yeoman pltt or John Heaton of Shelburne in said County yeoman Deft in a plea of ye case for that said John at Greenfield in ye County aforesd on ye fourth day of April 1769 by his note for value rec promised said Joel to pay him two Thousand of good merchantable white pine Clapboards & 2000 of Merchantable white pine Shingles by ye first day of May then next to be delivered at Cheapside in ~~the~~ Deerfield aforesaid &c as in the Writ — The pltt appears by Jonathan Ashley Esq his att and ye Deft being three times publickly called makes default of appearance here

It is therefore considered by ye Court that ye said Joel recover against ye said John five pounds 2/0 of lawful money damages and Cost of Court taxed at one pound 19/7 and thereof he may have his Execn — Execn is 22d Novr 1770

White & Heaton

45

Dickinson vs Henry

45 Obadiah Dickinson of Hatfield in ye County of Hampshire Gent pltf vs John Henry of Shelburne in ye County aforesaid yeoman Deft in a plea of ye Case for that said John at Deerfield in our County aforesd on ye second day of Nov 1766 by his note of that date for value rec promised said Obadiah to pay him or his order one pound 10/ on or before ye first day of Feby then next with Interest, Also for that said John at Deerfield ye same day of November aforesd by his other note of that date for Value rec promised said Obadiah to pay him or order one pound 10/ at or before ye first day of Feby aforesd with Interest from ye Date till paid — Also for that said John at Deerfield on ye same second day of Nov aforesd by his other note of that date for Value rec promised said Obadiah to pay him or order one pound 6/3d on or before ye first day of Feby aforesd with Interest till paid &c as in the Writ — The pltf appears by Jonathan Ashley Esq his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Obadiah ~~two~~ recover against ye said John four pounds 9/6d ye of lawful mony damages & Cost of Court taxed at two pounds 13/0 and thereof &c

Hawks vs Mitchel

46 Asa Hawks of Deerfield in ye County of Hampshire yeoman pltf vs Joseph ~~Lathfield~~ Mitchel of Lathfield in said County yeoman Deft in a plea of ye Case for that said Joseph at Springfield on ye 17th day of Sept 1766 by his note of that date for Value rec promised said Asa to pay him two pounds 17/0 on demand with Interest till paid Having Writ — The pltf appears by Jonathan Ashley Esq his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Asa recover against ye said Joseph three pounds 3/17d ½ of lawful mony damages and Cost of Court ~~taxed~~ at two pounds 6/11 and thereof &c

Ward vs Sharp

47 Nahum Ward of Charlemont in ye County of Hampshire yeoman pltf vs Caleb Sharp of Conway in said County yeoman Deft in a plea of ye Case for that said Caleb at said Conway on ye 25th day of Nov 1769 by his note of that date for Value rec promised said Nahum to pay him or order Two pounds 5/8 on demand with Interest &c as in ye Writ — The pltf appears by Jonathan Ashley Esq his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Nahum recover against ye said Caleb two pounds 2/5 of lawful mony damages Cost of Crt taxed at two pounds 10/9 & thereof &c

Execn iss 27th Octo 1770

Wood vs Birge

48 John Wood of Colrain in ye County of Hampshire Trader pltf vs John Birge of Deerfield in ye County aforesaid Hatter Deft in a plea of ye Case for that said Birge at Springfield on ye fourteenth day of Decemr last past by his note for Value rec promised said Wood to pay him or order two pounds 12/6 lawful mony on demand and if not paid within two month with Interest till paid &c as in ye Writ — The pltf appears by Jonathan Ashley Esq and ye Deft being three times publickly called makes default of appearance. It is therefore considered by ye Court that ye said Wood recover against ye said Birge two pounds 16/2½d of lawful mony damages Cost of Court taxed at ~~12~~ 2 pounds 11/ & thereof &c

Execn iss 22d Nov 1770

Gunn Admr vs King

50 Esther Gunn of Montague in ye County of Hampshire spinster Sole Admr on ye Estate of Elisha Gunn late of said Montague Decd pltf vs Elisha King of Hatfield in ye said County yeoman Deft in a plea of ye Case for that said King in ye life time of said Gunn at Hadley in ye County aforesd on ye seventh day of Nov 1764 by his note of that date for Value rec promised said Gunn to pay him one pound 19/ lawful mony on demand with Interest &c ~~as in the Writ~~ And also for that said King at said Hadley on ye same day of Nov aforesaid in ye life time of said Gunn by his other note of that date for Value rec promised said Gunn to pay him one pound 19/ lawful mony on demand with Interest And also for that said Elisha at Hadley aforesd on ye said Seventh day of November aforesd by his other note of that date for Value rec promised said Gunn to pay him one pound 16/ lawful mony on demand with Interest &c as in ye Writ — The pltf appears by Jonathan Ashley Esq her attr and ye Deft being three times publickly called makes default of appearance in Court. It is therefore considered by ye Court that ye said Esther recover against ye said Elisha two pounds 4/9 of lawful mony damages Cost of Court taxed at two pounds 8/6 & thereof &c

Execn is 22d Nov 1770

Partridge Esq vs Fuller

51 Oliver Partridge of Hatfield in ye County of Hampshire Esq pltf vs Thaddeus Fuller of Weston in ye County of Middlesex yeoman Deft in a plea that said Thaddeus render to Oliver one Hundred and Sixty pounds lawful mony which to him he owes & from him detains and whereon said Oliver saith that said Thaddeus at Springfield on ye 29th day of April 1760 by his bond of that date bound himself unto ye said Oliver in ye sum of fifty three pounds 6/8 to be paid him on demand; and also for that said Thaddeus at said Springfield on ye same 29th day of April by his other bond of that date bound himself unto ye said Oliver in one other sum of fifty three pounds 6/8 lawful mony to be him on demand; And also that said Thaddeus at Springfield aforesd on ye same day of April aforesd by his other bond of that date bound himself unto ye said Oliver in one other sum of fifty three pounds 6/8 lawful mony to be paid him on Demand &c as in ye Writ — The pltf appears in his proper person and ye Deft being three times publickly called makes default of appearance in Court. It is therefore considered by ye Court that ye said Oliver recover against ye said Thaddeus seventy pounds 16/8 of lawful mony Debt and Cost of Court taxed at two pounds 11/6 & thereof &c

Execn is Septr 17th 1770

Holland vs Hinds

52 Ivory Holland of Petersham in ye County of ~~Hampshire~~ Worcester yeoman pltf vs Joseph Hinds of Greenwich in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Joseph at Amherst on ye 29th day of December 1769 by his note of that date for Value rec promised said Ivory to pay him or his order three pounds 3/6 lawful mony on demand with Interest &c as in the Writ — The pltf appears by Simeon Strong Esq his attr ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Ivory recover against ye said Joseph two pounds 2/10½ of lawful mony damages Cost of Court taxed at two pounds 5/8 & thereof &c

Execn is 19th Nov 1770

Cooley vs Lothrop

53 Gideon Cooley of Greenwich in ye County of Hampshire yeoman pltf vs John Lothrop of said Greenwich yeoman Deft in a plea of ye Case for that said John at said Greenwich on ye 28th day of Jany 1769 by his note for Value rec promised said Gideon to pay him or his order two pounds 13/8 lawful mony in neat Cattle at mony price to deliver ye same to him at ye Dwelling house of Benjamin Cooley in Greenwich aforesd on ye first day of April 1770 and ye Interest till paid &c as in the Writ — The pltf appears by Simeon Strong Esq his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Gideon recover against ye said John three pounds 3/1 of lawful mony damages Cost of Court taxed at one pound 16/10 & thereof &c — Execn is 22d Septr 1770

Aaron Holden of Rutland District in y County of Worcester yeoman pltff vs Jonas Rich of New Salem in y County of Hampshire yeoman Deft in a plea of y Case for that said Jonas at Springfield on y ninth day of March 1769 by his note of that date for value rec promised said Aaron to pay him or his order two pounds 3/ lawful money on demand with Interest till paid &c as in the Writ — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Aaron recover against y Jonas two pounds 6/9½ of lawful money damages & Cost of Court taxed at two pounds 2/ & therefore &c

Holden vs Rich — 54

Patrick Gibbs of Pelham in y County of Hampshire yeoman pltff vs Daniel Bridges late of Greenwich in y said County yeoman Deft in a plea of y Case for that Daniel at said Pelham on y 19th day of June 1769 by his note of that date for value rec promised said Patrick to pay him five pounds 13/4 on or before y 19th day of Nov then next with Interest from and after y 19th day of August then next ensuing — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said Patrick recover against y said Daniel five pounds 9/5½ of lawful money Damages & Cost of Court taxed at two pounds 5/10 & therefore &c

Execn is 23 Nov 1770

Gibbs vs Bridges — 55

William Haskins of New Salem in y County of Hampshire yeoman pltff vs Jeremiah Gould of Shutesbury in y same County yeoman Deft in a plea of y Case for that said Jeremiah at said New Salem on y 28th day of June 1769 by his note of that date for value rec promised said Willm to pay him ten pounds 13/4 lawful money within eight months with Interest &c as in y Writ — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said William recover against y said Jeremiah Eleven pounds 8/8½ of lawful money damages & Cost of Court taxed at two pounds 3/2 and therefor &c

Execn is 19th Nov 1770

Haskins vs Gould — 56

John Hamilton 2d of Pelham in y County of Hampshire yeoman pltff vs Jeremiah Gould of Shutesbury in y said County yeoman Deft in a plea of y Case for that said Jeremiah at said Pelham on y 14th day of Decemr 1769 by his note of that date for Value rec promised said John to pay him or his order thirteen pounds 6/8 lawful money within six months with Interest till paid &c as in y Writ — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said John recover against y said Jeremiah thirteen pounds 9/8½ of lawful money damages & Cost of Court taxed at two pounds 6/8 and thereof &c

Execn is 19th Nov 1770

Hamilton 2d vs Gould — 57

Hugh Johnson of Pelham in y County of Hampshire yeoman pltff vs John Rugg of South Hadley in y said County yeoman Deft in a plea of y Case for that said John at said Pelham on y 13th day of Octo 1769 by his note of that date for Value rec promised one Robert Campbell to pay him or his order Eleven pounds 18/ lawful money on or before y first day of Jany then next with Interest therefor from and after y same limitted time till paid — And afterwards on y 15th day of March last past said Robert at said Pelham by his Indorsement ordered y Contents of said note then wholly due to be paid to y said Hugh & all with said John instantly had notice and in Consideration thereof promised said Hugh to pay him y same accordingly &c as in the Writ — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance — It is therefore considered by y Court that y said Hugh recover against y said John six pounds 9/4½ of lawful money damages & Cost of Court taxed at one pound 18/ & therefor &c

Execn is 9th Octo 1770

Johnson vs Rugg — 58

Jeremiah Gould of Shutesbury in y County of Hampshire yeoman pltff vs Oliver Gaylord & John Taylor both of South Hadley in y County of Hampshire yeomen Defts in a plea of y Case for that said Oliver and John at Springfield on y 26th day of May 1770 by their note of that date for Value rec promised said Jeremiah to pay him Eight pounds 12/ lawful money on demand with Interest till paid &c as in y Writ — The pltff appears by Simeon Strong Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said Jeremiah recover against y said Oliver and John Seven pounds 8/4½ of lawful money damages and Cost of Court taxed at one pound 9/10 & therefor &c

Execn is 9th July 1770

Gould vs Gaylord &c — 59

Thomas Gibbs of Greenwich in y County of Hampshire yeoman pltff vs Joseph Berry of New Salem in y said County yeoman Deft in a plea of y Case for that said Joseph at said Greenwich on y 28th day of April 1769 by his note of that date for Value rec promised said Thomas to pay him or his order three pounds 10/10 on or before y last day of June then next with Interest till paid &c as in y Writ — The pltff appears by Simeon Strong his attr and y Deft being three times publickly called makes default of appearance — It is therefore considered by y Court that y said Thomas recover against y said Joseph three pounds 19/10½ of lawful money damages & Cost of Court taxed at two pounds 3/4 & therefor &c

Execn is 14th Dec 1770

Gibbs vs Berry — 60

Joseph Hendrick of Greenwich in y County of Hampshire Gentleman pltff vs Jonathan Hoddard of Templetown in y County of Worcester yeoman Deft in a plea of y Case for that said Jonathan at said Greenwich on y 31st day of May 1769 by his note of that date for value rec promised said Joseph to pay him three pounds 6/8 lawful money within one year from y Date with Interest &c as in y Writ — The pltff appears by Simeon Strong his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Joseph recover against y said Jonathan three pounds 11/8½ of lawful money damages and Cost of Court taxed at two pounds 6/10 and thereof he may have his Execn

Hendrick vs Hoddard — 61

Moses Bliss of Springfield in y County of Hampshire Esq pltff vs Barzillai Markham late of Enfield in y said County yeoman now resident at Western in y County of Worcester Deft in a plea of y Case for that said Barzillai at said Enfield on y 20th Day of August 1769 by his note of that date for value rec promised said Moses to pay him One pound 18/ lawful money by y first day of December there next with Interest till paid &c as in y Writ — The pltff appears in his proper person and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Moses recover against y said Barzillai two pounds 3/9½ of lawful money damages and Cost of Court taxed at one pound 12/10 and thereof &c

Execn is 19th November 1770

Bliss Esq vs Markham — 62

524

Marr & Clark vs

Samuel Marr of Middletown in y County of Hartford and Colony of Connecticut Merchant & Sarah his wife late Sarah Ward pltfs vs Joseph Clark of Granville in y County of Hampshire yeoman & Ruth his wife late Ruth Hubbard Defs in a plea of the Case for that y said Ruth whilst she was unmarried was justly indebted to said Sarah before her Intermarriage with said Samuel to wit at Springfield on y twelfth day of May 1766 in y Sum of thirty five pounds 1/6 lawful money by Book Acct to ballance y same according to y Custom & Trade & in Consideration thereof said Ruth promised said Sarah to pay her y same whenever she should be thereto requested &c as in y Writ. The pltfs appear by Moses Bliss Esq their att and y Defts being three times publickly called make default of appearance here — It is therefore considered by y Court that y said Samuel & Sarah recover against y said Joseph and Ruth thirty five pounds 1/6 p of lawful money damages and Cost of Court taxed at two pounds 6/ & thereof &c. Execn is 29th Sept 1770

Lynchon vs Swetman

George Lynchon of Granville in y County of Hampshire yeoman pltff vs Ezekiel Swetman of said Granville yeoman Deft in a plea that to said George y Ezekiel render y Sum of 43/3 lawful money which he owes & from him unjustly detains whereupon said George says y at a Court holden before John Worthington Esq in Springfield on y 29th day of May 1769 said George by y Consideration of said Justice recovered Judgment against said Ezekiel for y Sum of 26/3 lawful money for his damages he had sustained by reason of said Ezekiels not performing his certain promise & his certain promise to said George & for y Sum of 16/ like money for his Cost by him about his suit expended whereof said Ezekiel is convict which Judgment said George says yet remains in full force, and altho Execn hath been issued out on said Judgment yet no part of said Sums have been levied thereon by reason whereof Action hath accrued to said George to have y said Sums of said Ezekiel &c as in the Writ. The pltff appears by Moses Bliss Esq his att and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said George recover against y said Ezekiel Two pounds 7/6 p of lawful money Debt and Damages & Cost of Court taxed at one pound 17/6 and thereof &c. Execn is 29th Sept 1770

Babcock vs Markham

Amos Babcock of Branford in y County of New Haven and Colony of Connecticut yeoman pltff vs Barzillai Markham of Western in y County of Worcester yeoman Deft in a plea of y Case for that said Barzillai at said Springfield on y 10th day of March 1769 by his note by that date for Value Rec promised said Amos by y Name of Amos Babcock of Westfield in Windham County to pay him nine pounds lawful money & to deliver him y said Amos 30 good merchantable Belling Axes at his y said Barzillai Shop in Enfield in our said County of Hampshire for y 20th day of Oct then next after y date of said note and if not paid or delivered by that time then to pay him y lawful Interest of said Sum from thence till paid & y said Amos says he was always ready there at his y said Barzillai Shop in said Enfield to receive said money or said Axes of y said Barzillai and particularly on said 20th day of said Oct yet said Barzillai the after requested hath not either paid said money or any penny thereof or delivered said Axes or any part thereof to said Amos but neglects and refuses so to do to y Damage of said Amos Ten pounds — The pltff appears by Moses Bliss Esq his att and Deft comes into Court and prays that this action may be continued until next Term that he may have opportunity to procure a material Witness in this Case and this granted him and y Case is continued until y second Tuesday of November next.

Lynchon vs Rockwell

George Lynchon of Springfield in y County of Hampshire Gent pltff vs Timothy Rockwell late of said Springfield yeoman Deft in a plea that he render to said George fourteen pounds 17/6 p lawful money which he owes said George and whereon said George says that before our Justices of our Inferiour Court holden at Springfield on y last Tuesday of August 1769 by y Consideration of said Justices he recovered Judgment against said Timothy for y sum of thirteen pounds 6/8 p lawful money damages & 1/32/10 like money for his Cost by him Expended whereof said Timothy is convict as by y record thereof appears which Judgment yet remains in full force and the Execn aud Alias Execn have been issued out on y Judgment aforesd yet no part of the Sums aforesd have been levied thereon from whence Action hath accrued to said George to have y said Sums of y Judgment of him y said Timothy &c as in y Writ. The pltff appears by Moses Bliss Esq his att and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said George recover against y said Timothy fifteen pounds 13/4 p lawful money debt and damages & Cost of Court taxed at one pound 11/6 and thereof &c. Execn is 29th Sept 1770

Item vs Williston

George Lynchon of Springfield in y County of Hampshire Gent pltff vs Nathaniel Williston of said Springfield yeoman Deft in a plea of y Case for that said Nathaniel at said Springfield on y first day of July last past was justly indebted to said George in y sum of nine pounds lawful money by book Acct for divers wares and Merchandizes before y time sold & said George to said Nathll at his request in consideration thereof & Nathll promised said George to pay him y same on demand &c as in the Writ. The pltff appears by Moses Bliss Esq his att and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said George recover against y said Nathaniel nine pounds of lawful money damages & Cost of Court taxed at one pound 4/6 thereof &c. Execn is 29th Sept 1770

Item vs Noble

George Lynchon of Springfield in y County of Hampshire Gent pltff vs Daniel Noble of Westfield in said County yeoman Deft in a plea that to said George said Daniel render seven pounds 11/6 p lawful money which he owes and from him detains whereupon said George says that before our Justices of our Inferiour Court holden at Springfield on y last Tuesday of August 1769 by y Consideration of said Justices recovered Judgment against said Daniel for y sum of six pounds 1/10 p lawful money for his damages and for y sum of 30/ for his Cost whereof said Daniel is convict as by y record thereof appears which Judgment said George says remains in full force not satisfied & that said George hath sued out Execn thereon yet no part of said Sums have been levied thereby but said Execn hath been long since returned wholly unsatisfied whereby action hath accrued to said George to have said Sums of y said Judgment of him y said Daniel &c as in the Writ. The pltff appears by Moses Bliss Esq his att and y Deft being three times publickly called makes default of appearance here It is therefore considered by y Court that y said George recover against y said Daniel ten pounds 7/4 p of lawful money Debt & Damages & Cost of Court taxed at one pound 9/6 thereof &c. Execn is 29th Sept 1770

John Worthington of Springfield in y County of Hampshire Esq pltf vs John Davison of Monson in y County aforesaid yeoman Deft in a plea of y Case for that s Davison at Springfield on y 18th day of Octo 1760 by his note of that date for Value rec promised said Worthington to pay him or his order six pounds 6/ lawful money within three months with Interest from y date said time of payment till paid Easing Writ &c
The pltf appears by Moses Bliss Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said Worthington recover against y s Davison six pounds 11/7 3/4 of lawful money damages and Cost of Court taxed at one pound 11/10 & therefore &c

525 Worthington vs Davison 70

Moses Bliss Esq of Springfield in y County of Hampshire pltf vs David Noble of Litchfield in y County of Berkshire yeoman Deft in a plea of y Case for that said David at said Springfield on y second day of Jan 1767 by his note of that date for Value rec promised said Moses to pay him or his order nine pounds 3/6 on demand with Interest &c as in y Writ — The pltf appears in his proper person and Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y said Moses recover against y s David Eleven pounds 3/11 of lawful mony damages & Cost of Court taxed at one pound 16/1 & therefore &c

Bliss Esq vs Noble 71

Zerah Brooks of Enfield in y County of Hampshire yeoman Excho is 29th Nov 1770 pltf vs Joel Ely of Springfield in said County yeoman Deft in a plea of y Case for that said Joel at said Springfield on y Seventh day of July 1767 by his note of that date for Value rec promised said Zerah to pay him 1000 Thousand of good Merchantable shingles within fourteen days from y Date of said note 2000 of them to be delivered at Sam l Colton's landing in Springfield by residue thereof to be delivered at s Brooks Ferry in Enfield aforesd which said Shingles s Zerah says were well worth Eleven pounds lawful mony and that he was always ready within y time aforesd ever since at y places appointed for y Delivery of y same to receive s Shingles of him said Joel &c as in y Writ — The pltf appears by Moses Bliss Esq his attr and y Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y said Zerah recover against y s Joel Nine pounds 18/1 of lawful mony damages & Cost of Court taxed at 1/11/8 & therefore &c

Brooks vs Ely 72

Robert Harris of Springfield in y County of Hampshire Gent pltf vs Joseph Sikes of Wilbraham in said County yeoman Deft in a plea of y Case for that s Joseph at s Springfield on y 11th day of Augt 1760 by his note of that date for Value rec promised said Robert to pay him three pounds 6/ lawful mony on demand with Interest till paid &c as in y Writ — The pltf appears by Moses Bliss Esq his attr and y Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y said Robert recover against y s Joseph three pounds 11/9 of lawful mony damages & Cost of Court taxed at 1/11/2 & therefore &c

Excho 23d July 1770 Harris vs Sikes 73

Timothy Cooper of Springfield in y County of Hampshire yeoman pltf vs Job Smith of said Springfield yeoman Deft in a plea of y Case for that s Job at s Springfield on y Eighth day of Augt 1761 by his note of that date for Value rec promised said Tim to pay him one pound ten shillings lawful money at or before y first day Octo then next with Interest until paid &c as in y Writ — The pltf appears by his attr and y Deft being three times publickly called makes default of appearance here. It is therefore considered by y Court that y said Timothy recover against y s Job two pounds 18/3 1/2 of lawful mony damages & Cost of Court taxed at 1/10/8 & therefore &c

Excho 17th Dec 1770 Cooper vs Smith 74

James Moor of Westfield in y County of Hampshire yeoman pltf vs Urbian Watson of Southampton in said County yeoman Deft in a plea of y Case for that s Heman at s Westfield on y sixth day of March 1770 by his note of that date for Value rec promised s James to pay him Eight pounds lawful mony at or before y last day of May then next with Interest until paid &c as in y Writ — The pltf appears by John Phelps Gent his attr and y Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y said James recover against y said Heman Seven pounds 8/10 1/2 of lawful mony damages and Cost of Ct taxed at 1/11/7 & therefore &c

Excho 25 July 1770 Moor vs Watson 75

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs David Lee Junr of Becket in y County of Berkshire yeoman Deft in a plea of y Case for that s David at said Westfield on y 18th day of Nov 1760 by his note of that date for Value rec promised said Elisha to pay him or order thirty Eight pounds 18/11 lawful mony on demand with Interest till paid &c as in y Writ
The pltf appears by John Phelps Gent his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y s Elisha recover against y said David forty three pounds 4/10 1/2 of lawful mony damages and Cost of Court taxed at one pound 16/8 & therefore &c — Excho is Octo 1st 1770

Parks vs Lee Junr 76

Elisha Parks of Westfield in y County of Hampshire Gent pltf vs Moses Dewey of said Westfield Gent Deft in a plea of y Case for that said Moses at said Westfield on y 16th day of Octo 1760 by his note of that date for Value rec promised said Elisha to pay him or order six pounds 12/3 lawful mony on demand with Interest &c as in y Writ
The pltf appears by John Phelps Gent his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y s Elisha recover against y said Moses five pounds 15/3 6/9 of lawful mony damages & Cost of Court taxed at one pound 12/8 & therefore &c — Excho is Octo 1st 1770

Edson vs Dewey 77

Charles Woodruff of Litchfield in y County of Litchfield & Colony of Connecticutt Gent pltf vs Ezekiel Shepard of Westfield in y County of Hampshire yeoman Deft in a plea of y Case for that said Ezekiel at Springfield on y first day of March 1769 by his note of that date for Value rec promised said Charles to pay him five pounds 4/10 lawful mony at or before y first day of Decemr then next and if not then paid to pay y lawful interest till paid &c as in the Writ — The pltf appears by John Phelps Gent his attr & y Deft being three times publickly called makes default of appearance in Court. It is therefore considered by y Court that y said Charles recover against y said Ezekiel five pounds 9/3 1/2 of lawful mony damages & Cost of Court taxed at two pounds 13/2 & therefore &c
Excho is Octo 1st 1770

Woodruff vs Shepard 78

John Moseley of Westfield in y County of Hampshire Gent pltf vs Moses Dewey of said Westfield Gent Deft in a plea of that said Moses render to said John three pounds 11/5 1/2, which to said John he owes and from him detains whereon said John says that a Inferiour Court holden at Springfield on y last Tuesday of August in y Eighth year of our reign by y Judgment of y same Court recovered against said Moses for 2/3 6/9 lawful damages by reason of said Moses not performing his certain promise before that time made to y pltf and 31/5 for his Cost about his suit in that behalf expended whereof said Moses is convicted as by y Record thereof manifestly appears which Judgment yet remains yet remains in full force and

Excho is Octo 1st 1770

Moseley vs Dewey 79

526 Hosely vs Dewey

Effects not satisfied nor levied thereon & pltff afterwards viz on ye Eighth day of September 1770 sued out one Writ of Execn thereon & yet ye sums aforesaid recovered were never levied thereby whereby an action hath accrued to ye pltff to demand of ye said Moses ye said three pounds 15/ 8d &c — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said John recover against ye said Moses four pounds 3/ 6d lawful mony Debt & Damages & Cost of Court taxed at one pound 12/ 8d & thereof &c

Execn is Octo 1st 1770

Parks vs Pellogg

Elisha Parks of Westfield in ye County of Hampshire Gent pltff vs Ezekiel Pellogg late of Granville in ye said County yeoman Deft in a plea of ye Case for that ye said Ezekiel at said Westfield on ye 27th day of February 1769 by his note of ye Date for Value rec promised said Elisha to pay him or order four pounds 3/ lawful mony on demand with Interest till paid &c as in the Writ — The pltff appears by John Phelps Gent his attr & ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Elisha recover against ye said Ezekiel four pounds 10/ 10d lawful mony Damages and Cost of Court taxed at one pound 12/ 10 & thereof &c

Execn is Octo 1st 1770

Chenevard vs Moor

John Chenevard of Hartford in ye County of Hartford & Colony of Connecticut Mariner pltff vs William Moor of Westfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said William at Springfield on ye first day of Septr 1769 by his note of that date for Value rec promised ye pltff to pay him or order Eleven pounds 13/ lawful mony in one month with Interest till paid &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said William thirteen pounds 1/ 3d lawful mony damages and Cost of Court taxed at two pounds & thereof &c

Execn is Octo 1st 1770

Burbanks Execr vs Phillips

Thom Burbank of Suffield Gentn and Abraham Burbank of Springfield Gentn both in ye County of Hampshire Executors of ye last will and Testament of Abraham Burbank of said Suffield Gentn Dec pltffs vs Simeon Phillips of Springfield aforesd yeoman Deft in a plea of ye Case for that ye said Simeon at said Springfield on ye fifth day of March 1767 by his note of that date for Value rec promised said said Abraham (then living) to pay him thirty six pounds 15/ lawful mony or that value in neat Cattle and Wheat in three years from ye date of said note with Interest till paid &c as in ye Writ — The pltffs appear by John Phelps Gent their attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Thom and Abraham in ye Capacity above said recover against ye said Simeon Eleven pounds 19/ 4d lawful mony damages and Cost of Court taxed at one pound 12/ 8d thereof &c

Execn is 1st Octo 1770

Murray Esqr vs Eglestone

John Murray of Rutland in ye County of Worcester Esqr pltff vs Bigot Eglestone of Murrayfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Bigot at said Springfield on ye Sixth day of Octo 1763 by his note of that date for Value rec promised said John to pay him or order for ye Use of Desire Smith of Murrayfield ten pounds 16/ 8d lawful mony on or before ye first day of May then next &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said Bigot fourteen pounds 12/ 8d lawful mony damages & Cost of Court taxed at two pounds 9/ 4d thereof &c

Exn is 11th July 1771

Weller vs Packet &c

Oliver Weller of Westfield in ye County of Hampshire yeoman pltff vs Peleg Spencer & Ezekiel Packet both of said Westfield yeomen Defts in a plea of ye Case for that said Peleg and Ezekiel at Westfield aforesaid on ye 28th day of March 1770 by their note of that date for Value rec promised said Oliver to pay him or order four pounds worth of White pine or Yellow pine Boards and deliver ye same at Wellers Mill in said Westfield at or before ye 10th day of May then next with Interest from ye time of payment till paid &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Defts being three times publickly called make default of appearance in Court — It is therefore considered by ye Court that ye said Oliver recover against ye said Peleg & Ezekiel four pounds 14/ 8d lawful money damages and Cost of Court taxed at one pound 16/ 7d and thereof &c

Execn is 28th Sept 1770

Jones vs Palmer

Jonas Henry of Murrayfield in ye County of Hampshire yeoman pltff vs Judah Palmer of Westfield in said County yeoman Deft in a plea of ye Case for that said Judah at said Westfield on ye 28th day of June 1769 by his note of that date for Value rec promised said Jonas to pay him or his order Ten pounds lawful mony on or before ye first day of May then next with interest till paid &c as in ye Writ — The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Jonas recover against ye said Judah five pounds 11/ 10d lawful mony damages and Cost of Court taxed at 3/ 10d thereof &c

Execn is 30th Octo 1770

Ball vs Cooley

Lebbeus Ball of Granville in ye County of Hampshire yeoman pltff vs Thomas Cooley of ye same Granville yeoman Deft in a plea of ye Case for that said Thomas at said Granville on ye 17th day of August 1769 by his note of that date for Value rec promised said Lebbeus to pay him or order four pounds 16/ lawful mony within three months from ye Date thereof if not paid ye lawful interest thereof till paid &c as in ye Writ — The pltff appears by John Phelps Gent his attorney and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Lebbeus recover against ye said Thomas four pounds 14/ 8d lawful mony damages and Cost of Court taxed at one pound 18/ 3 and thereof &c

Execn is 30th Octo 1770

David Vanschaack of Henderhookin in County of Albany Province of New York yeoman pltff vs Stephen Hollogg of Sheffield in ye County of Berkshire yeoman Deft in a plea of ye Case for that said Stephen at Springfield on ye 15th day of Augt last past by his note of that date for value rec promised said David to pay him or his order fourteen pounds 12s 3 New York Currency which is equal to Ten pounds 19s 2d 1/4 lawful money on demand with Interest &c as in ye Writ The pltff appears by John Phelps Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said David recover against ye said Stephen Eleven pounds 11s 11d 3/4 of lawful money damages and three pounds 1s 6d allowed him for his Cost &c thereof &c —

Vanschaack vs Hollogg 57

John Bates of Granville in ye County of Hampshire yeoman pltff vs Lebbeus Ball of sd Granville yeoman Deft in a plea of ye Case for that ye said Lebbeus at sd Granville on ye twelfth day of Feby 1770 by his promissory note in writing under his hand of that date for value rec promised ye sd John to pay him ye sum of Eighteen pounds 13s lawful money on demand with Interest till paid And also that ye said Lebbeus & sd John afterwards at said Granville on ye 15th day of March last past being indebted to each other in diverse sums of money upon their mutual Trade and Dealing before that time had accounted together & ye sd Lebbeus was then and there found in arrear to ye said John in ye Ballance of three pounds 11s 3d lawful money ye said Lebbeus in consideration thereof then & there promised ye said John to pay him ye same sum on demand — And also for that whereas said Lebbeus at sd Granville on ye last day of July last past being indebted to ye sd John in ye sum of 11s 3d for divers Articles of Book Acct there before that time had sold by ye said Lebbeus of ye said John at ye special instance and request of ye sd Lebbeus according to ye Acct annexed to ye Writ & then & there in Consideration thereof ye said Lebbeus promised ye said John to pay him ye same sum last mentioned on demand Yet ye said Lebbeus tho often requested hath not performed either of his said promises but wholly neglects & refuses to perform either thereof to ye damage of ye said John Thirty pounds — The pltff appears by John Phelps Gent his attr and ye said Lebbeus by Jonathan Bliss Esq his attr comes & defends &c and reserving liberty of altering this plea & pleading any new matter and Trial of ye appeal says he is not guilty in manner & form as ye sd John has above declared against him and thereof puts himself on ye Country &c And ye sd John by his attr aforesd consenting to said reservation says that ye plea above pleaded by ye said Lebbeus & ye matters therein contained are an Insufficient answer to this ye said John's declaration & that he is not holden by ye Law of ye Land to make any answer thereto & this ye said John is ready to verify wherefore because ye said Lebbeus has not denied ye said John's declaration or made any answer thereto ye sd John prays Judgment that his damages & Cost may be adjudged to him, And ye sd Lebbeus says his plea aforesd is sufficient &c and thereof prays Judgment &c for his Costs Thereupon all and singular ye premises being seen and fully understood by ye Court of ye Lord ye King now here for that it appears to ye said Court that ye plea of ye said Lebbeus above pleaded and ye matters therein contained are not sufficient in Law to preclude ye said John from proceeding in his said Action against ye said Lebbeus or from his damages aforesaid — It is therefore considered that ye said John recover against ye said Lebbeus Twenty pounds 11s 9d of lawful money damages and cost of Court taxed at one pound 18s 11d & thereof he may have his Execn

Bates vs Ball 88

The said Lebbeus by his abovenamed attr appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next and he recognizes with Surties as ye Law directs for his prosecuting ye appeal with Effect as by sd Recognizance as on file it appears

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Daniel Miles of sd Westfield yeoman Deft in a plea of ye Case for that said Daniel at sd Springfield on ye 28th day of Jany 1767 by his note of that date for value rec promised ye pltff to pay him four pounds 18s 6d lawful money on demand with Interest till paid Also for that said Daniel at sd Westfield on ye Eleventh day of Octr last past by one other note of that date for value rec promised ye pltff to pay him ye sum on demand with use till paid, Also for that said Daniel at sd Westfield on ye last day of March last past being indebted to ye pltff ye sum of 6s for a pair of Womens Shoes before that time sold to ye said Daniel at his request in consideration thereof sd Daniel promised ye pltff to pay him ye last mentioned sum on demand &c — The pltff appears by Justin Ely Gent his attr And Ebner Fowler who was bail for ye said Miles now brings him into Court & humbly moves that ye sd Miles may be ~~committed~~ taken into Custody of ye Sheriff & committed agreable to ye Statute &c And it is ordered that he be taken and committed accordingly — The sd Daniel being three times publickly called makes default of appearance in Court Therefore it is considered by ye Court that ye sd Bildad recover against ye sd Daniel four pounds 10s 7d 1/2 of lawful money Damages & Cost of Court taxed at £2 12s thereof &c

Fowler vs Miles 81

Mem: The sd Fowler acknowledges he has satisfaction of this Judgment in full — Attest W. Williams

Samuel Grainger of Sheffield in ye County of Hampshire yeoman pltff vs Jonathan Phelps of Northampton in ye said County yeoman Deft in a plea of ye Case for ye said John at sd Sheffield on ye ninth day Jany 1763 by his note of ye date for value rec promised ye pltff to pay him six pounds lawful money by ye twenty ye next &c as in ye Writ — The pltff appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye sd Samuel recover against ye sd Jonathan seven pounds 12s 6d of lawful money damages and Cost of Court taxed at one pound 18s 6d and thereof &c — Execn to issue Novr 3d 1770

Grainger vs Phelps 90

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Elisha Olds of Egremont in ye County of Berkshire yeoman Deft in a plea of ye Case for ye said Elisha at sd Westfield on ye 28th day of Octr 1762 being indebted to said Bildad ye sum of three pounds 2s 6d drew an order or note on one Samuel Fowler of sd Westfield yeoman thereby desiring sd Samuel to pay ye pltff said sum on demand with the Interest till paid which said note or order ye pltff afterwards on ye twelfth day of May then next offered to said Samuel for acceptance and payment who utterly refused to accept or pay ye same to ye pltff of all which sd Elisha instantly had Notice

Fowler vs Olds 91

Notice and thereby became Chargeable to ye said Bildad to pay him ye same Sum on demand &c as in ye Writ — The pltt appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Bildad recover against ye sd Elisha four pounds 12s 2p of lawful money damages & Cost of Court taxed at one pounder 19s 5d thereof &c

Execn is 20th Septr 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs Daniel Grainger senior yeoman & Zacheus Grainger yeoman & Daniel Grainger Junr yeoman late of Great Barrington in ye County of Berkshire and Elisha Olds of Lyeement in ye County of Berkshire yeoman Deft in a plea of ye Case for that ye sd Daniel Grainger Senr Zacheus Grainger Elisha Olds & Daniel Grainger at Great Barrington on ye fourth day of March 1763 by their note of that date for Value rec promised ye sd Bildad to pay him or order nineteen pounds 18s 6d on or before ye first day of April then next with Interest till paid &c as in ye Writ — The pltt appears by Justin Ely Gent his attr & ye said Elisha one of ye above named Defts whose Body by Virtue of this Writ was attached now being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Bildad recover against ye said Elisha Eight pounds 9s 3p of lawful money damages & Cost of Court taxed at one pound 19s 5d thereof &c

Execn is 20th Septr 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs Joseph Barker late of Said Westfield Grainger Deft in a plea of ye Case for that said Joseph at ye Westfield on ye last day of June last past by his note of that being justly indebted to ye pltt ye sum of nine pounds 19s lawful money to ballance book Acct for divers Goods Wares & Merchandize there before that time sold & delivered to ye said Joseph at his special instance & request according to ye Acct annexed to ye Writ & being so indebted in consideration thereof said Joseph then and there promised ye pltt to pay him ye same sum on demand yet said Joseph tho often thereto requested hath never paid said Sum or any part thereof to ye pltt but unjustly neglects to do it to ye Damage of ye sd Bildad nine pounds 19s The parties appeare by And humbly pray that ye Case may be continued until ye next Term And it is granted them and ye said parties have a further day here in this Court until ye second Tuesday of Novr next Ensuing

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs Asa Noble of ye Westfield Gent Deft in a plea of ye Case for that ye said Asa at ye Westfield on ye 25th day of June 1766 by his note of that date for Value rec promised ye pltt to pay him eighteen pounds 9s on demand with interest till paid Also for that ye said Asa at Westfield aforesd on ye same day and year by one other note of ye same date for value rec promised ye pltt to pay him five pounds 4s within two years &c as in ye Writ The pltt appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance here — Therefore it is considered by the Court that ye said Bildad recover against ye said Asa twenty five pounds 9s 6d of lawful money damages & Cost of Court taxed at one pound 16s 6d and thereof &c

Execn is 8th Septr 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs John Cooley of Granville in ye County yeoman Deft in a plea of ye Case for that ye sd John at Springfield on ye 20th day of Decr 1763 by his note of that date for Value rec promised ye sd Bildad to pay him eight pounds 13s 4p lawful money on demand with Interest Also for that ye sd John at ye Springfield on ye sixth day of Novr 1767 by one other note of ye date for Value rec promised said Bildad to pay him seven pounds by ye first day of Novr then next with ye Interest from ye first day of April then next till paid Also for that said John at ye Springfield on ye 20th day of Octo 1766 by one other note of that date for Value rec promised ye pltt to pay him one pounder worth of good wheat within twelve months with Interest till paid &c as in ye Writ The pltt appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance here — It is therefore considered by ye Court that ye said Bildad recover against ye said John twelve pounds 17s 4d of lawful money damages & Cost of Court taxed at one pound 14s 8d thereof &c.

Execn is Septr 20th 1770

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs David Fowler of ye same Westfield yeoman Deft in a plea of ye Case for that ye said David at ye said Westfield on ye 18th day of Febry 1763 by his promissory note in writing under his own hand of that date for value rec promised ye sd Bildad to pay him or order the sum of thirty six pounds 13s 4d on demand with Interest until paid Also for that said David at said Westfield on ye fourteenth day of August 1765 by one other promissory note in writing under his own hand of that date for Value there rec promised ye sd Bildad to pay him or order ye sum of twelve pounds 2s 6p upon demand with lawful Interest till paid yet said David tho often thereto requested hath never paid either of said sums or interest or any penny thereof to ye pltt but hitherto hath wrongfully neglected & doth still doth to ye Damage of said Bildad Seven pounds five pounds The pltt appears by Justin Ely Gent his attr and ye said David by John Worthington Esq his attr comes & defends &c & for plea saith that he never promised in manner & form as ye pltt in his declaration has alleged & thereof puts himself upon ye Country & ye pltt likewise thereupon ye Jurors of this Town according to ye form & effect of ye Statutes in this behalf provided returned and impanelled being duly called likewise come here who being duly sworn upon their oath do say they find the Defendant not guilty in manner & form as the pltt in his declaration has alleged concerning ye promises being duly sworn by Ebenezer Ritchie one of the Jurors sixteen pounds 8s 8d damages and Cost of Court — It is therefore considered by the Court that ye said Bildad recover against ye said David Sixteen pounds 8s 8d of lawful money damages and Cost of Court taxed at three pounds 8s thereof &c

The said Bildad by his attr above named appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as the Law directs for his prosecuting ye appeal with Effect as by ye Recognizance as on file it appears

Bildad Fowler of Westfield in ye County of hampshire yeoman pltt vs Abimaaz Easton of said Westfield yeoman Deft in a plea of ye Case for that said Abimaaz at Westfield on ye Tenth day of May 1766 by his note of that date for Value Rec'd promised said Bildad to pay him Twenty five pounds 1766 by ye first day of Septr then next with Interest till paid &c as in ye Writ — The pltt appears by Justin Ely Gent his attr and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye Bildad recover against ye said Abimaaz twenty nine pounds 0/ 6d p. of lawful money damages & Cost of Court taxed at one pound 12/10 & therefor &c — Ead is 20th Septr 1770

Fowler vs Easton 90

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltt vs Abner Fowler of ye same Westfield yeoman Deft in a plea of ye Case for that said Abner at Springfield on ye last day of June last past being justly indebted to ye pltt ye sum of Eighteen pounds lawful money to ballance Book debt for diverse Goods, Wares and Merchandize there before that Time sold & delivered to ye said Abner by ye said Bildad at his special instance & request according to ye tenor annexed to ye Writ in Consideration thereof said Abner then and there assumed on himself and faithfully promised ye pltt to pay him ye same when on demand & yet ye Abner tho often thereto requested hath never paid said sum or any penny thereof to ye pltt but unjustly neglects it to ye Damage of ye said Bildad Twenty pounds The pltt appears by Justin Ely Gent his attr and ye said Abner by John Worthington Esqr his attorney and defends &c and for plea says he never promised ye pltt in such manner and form as ye pltt in his declaration hath alledged against him & thereof puts himself on ye Country — And ye said Bildad by his attr above reserving Liberty to himself of waiving this demurrer on ye trial of ye appeal & then to join ye Issue tendered above now says that ye Defts plea above pleaded is an Insufficient Answer to his declaration and that he is not holden by ye law of the Land to answer thereto all which he is ready to verify wherefore he prays Judgment for his damages and Costs by Deft says his plea is sufficient Thereupon ye premises being seen & fully understood by ye Court of ye Lord ye King now here for that it appears to ye said Court of ye said Lord ye King that ye plea aforesaid of ye said Abner and ye matters therein contained are sufficient in Law to preclude ye said Bildad from having his aforesd Action maintained against ye said Abner — Therefore it is considered that ye said Bildad by his plea aforesaid have nothing &c It is also considered that ye said Abner recover against ye said Bildad &c of lawful money allowed him for his Cost in defending ye suit of ye said Bildad — The said Bildad by his attr above named appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of hampshire on ye fourth Tuesday of Septr next Insuing the recognizes with sureties as ye Law directs for his prosecuting ye appeal with Effect as by said recognizance as on file appears

Idem vs Fowler 99

Bildad Fowler of Westfield in ye County of Hampshire Trader pltt vs Constantine Noble of Sheffield in ye County of berkshire yeoman Deft in a plea of ye Case for that said Constantine at said Westfield on ye ninth day of March last past by his promissory note in writing under his own hand of that date for Value Rec'd promised ye pltt to pay him ye sum of Nine pounds 10/ lawful money on demand with Interest till paid yet ye said Constant tho often thereto requested hath never paid said sum or Interest or any penny thereof to ye pltt but unjustly neglects it to ye Damage of ye said Bildad Twelve pounds The parties come here and move that ye Case may be continued until ye next Term & this granted them and ye said parties have a further day before ye Lord ye King in this Court there until ye second Tuesday of November next Insuing

Noble vs Noble 100

Jonathan Kennedy of Windham in ye County of Windham Colony of Connecticutt yeoman pltt vs Elijah Edgerton late of Norwich in ye County of New London Colony aforesd yeoman Deft in a plea of ye Case for that said Elijah at a place called Windham in ye Springfield on ye 17th day of April 1766 by his note of that date for Value Rec'd promised ye pltt to pay him Eight pounds 10/ lawful money on or before ye first day of June then next with ye lawful interest from ye date till paid &c as in the Writ — The pltt appears by Justin Ely Gent his attr and ye Deft being three times publickly called make default of appearance here — It is therefore considered by ye Court that ye said Jonathan recover against ye said Elijah Eight pounds 10/ of lawful money damages and Cost of Court taxed at two pounds 4/ 2d therefor &c Ead is 22d Septr 1770

Kennedy vs Edgerton 101

Benjamin Day Gent and Margaret Jones Gentlewoman both of Springfield in ye County of hampshire Executors of ye last will & testament of Cornelius Jones late of said Springfield Gentn Dec'd pltts vs Moses Dewey of Westfield in ye County Gent Deft in a plea that said Moses render to ye said Benjamin & Margaret Sixteen pounds 10/ which to them he owes and yet unjustly detain whereon ye said Benjn & Margaret say that at an Inferiour Court holden at Northampton on ye second Tuesday of Feby in the sixth year of our Reign by ye Judgment of ye same Court they recovered against ye said Moses fourteen pounds 4/ 2d lawful money for his damages by reason of ye said Moses not performing of his promise before that Time made to ye pltts in ye said Capacity & also two pounds 4/ 0 for their Costs by them about their suit in that behalf expended & whereof said Moses is convict as by ye record thereof appears which Judgment yet remains in its full force and altho ye pltts afterwards sued out diverse Writs of Execution thereon yet ye sums as aforesd recovered were never levied thereby and ye same are long since returned wholly unsatisfied whereby an Action hath accrued to ye said Benjamin and Margaret to have of ye said Moses ye said Sixteen pounds 10/ &c as in ye Writ The pltts appear by Justin Ely Gent and ye Deft being three times publickly called make default of appearance here — It is therefore considered by ye Court that the said Benjamin and Margaret recover against ye said Moses Six pounds 4/ 2d of lawful money Debt & Damages and Cost of Court taxed at one pound 7/ 2 therefor &c Ead is 22d Septr 1770

Dewey vs Jones Execrs 102

Court that ye plea aforesd

530 Church vs Shaw 103

Moses Church of Springfield in ye County of Hampshire yeoman pltt vs William Shaw of Palmer in ye County yeoman Deft in a plea of ye Case for that said William on ye first day of November last past at Springfield by his note for Value rec^d promised s^d Moses to pay him two pounds lf^s lawful money on demand with Interest till paid And also for that said William on ye 23^d day of July Instant being indebted to said Moses in ye further sum of Ten pounds lf^s like money according to ye Act assessed to ye Wife of William in Consideration thereof promised s^d Moses to pay him ye same on demand Having Writ The pltt appears by Jonathan Bliss ~~Esqr~~ Esqr his att^y and ye Deft being three times publickly called makes default of appearance here It is therefore considered by ye Court that ye said Moses recover against ye said William twelve pounds 10^s of lawful money damages & Cost of Court taxed at one pound 12^s 2 Therefore &c

Execn is 28th Septr 1770

Lynchon vs Cooley 104

Edward Lynchon of Springfield in ye County of Hampshire Esq pltt vs Samuel Cooley of Springfield in said County yeoman Deft in a plea of ye Case for that said Samuel on ye 8th day of Septr 1769 at Springfield aforesd by his note for Value rec^d promised s^d Edward to pay him two pounds lf^s lawful money on demand with Dx Having Writ The pltt being three times publickly called to come into court & prosecute his Action does not appear but is nonsuit & ye Deft likewise defaulted & Action dismissed

Moulton vs Hayward 106

Stephen Moulton of Hatford in ye County of Hartford and Colony of Connecticutt yeoman pltt vs Nathaniel Hayward of Westfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that ye s^d Nathaniel on ye 28th Day of Septr last past at Springfield aforesd by his note for Value rec^d promised said Stephen to pay him or order Eleven pounds 17^s 11 of lawful money by ye first day of Novr then next with Interest till paid &c as in ye Writ The pltt appears by Jonathan Bliss esq^r his att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Stephen recover against ye said Nathaniel ~~recover against ye said Nathl~~ Twelve pounds 11^s 2^d of lawful money damages & Cost of Court taxed at one pound 19^s 4 Therefore &c

Execn is 28th Septr 1770

Dwight & al vs Edwards 107

John Worthington Esqr Charles Pynchon Physician Jonathan Dwight Shopkeeper and Elizabeth Dwight widow all of Springfield in ye County of Hampshire Executors of ye last Will & Testament of Joriah Dwight late of Springfield aforesd Esqr Decd pltts vs Edward Kibbe Junior of Somers in ye said County yeoman Deft in a plea of ye Case for that ye said Edward on ye 13th day of Feby 1764 at Springfield aforesd by his note for Value rec^d promised ye said Joriah then living to pay him or order 8£ 10 lawful money within three months from that time with lawful Interest till paid &c as in ye Writ The pltts appear by Jonathan Bliss esq^r ~~their att^y~~ att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Executors recover against ye said Edward two pounds 1^s 5^d of lawful money Damages and Cost of Court taxed at one pound 5^s 4 Therefore &c

Execn is 28th Septr 1770

Minor vs Goodwill 108

Phineas Minor of Hopkinton in our County of Kings County in our Colony of Rhode Island yeoman pltt vs John Goodwill late of Stonington in ye County of New London in ye Colony of Connecticutt yeoman Deft in a plea of ye Case for that said John on ye 18th day of April 1766 at Springfield aforesd by his note under his hand for Value rec^d promised ye said Phineas to pay him or order Eleven pounds of lawful money by ye first day of Septr then next Ensuing with lawful Interest for ye same sum from ye 25th day of Decr then last past yet ye s^d John tho that time is Elapsed & tho often requested hath not paid ye same sum nor ye Interest thereof but he neglects & does it to ye damage of ye s^d Phineas Eighteen pounds The pltt appears by Jonathan Bliss Esqr his att^y and ye said John by John Worthington esq^r his att^y come and defends &c and pleads & says that he never promised in manner and form as ye pltt in his declaration has alledged and thereof puts himself on ye Country and ye pltt likewise

Thereupon ye Juror of ye Jury now at this Term according to ye form & Effect of the Statutes in this behalf provided returned and impannelled being called likewise come here Who to say ye truth concerning ye premises being duly sworn by Mr Ebenezer Hitchcock their Foreman declare upon their Oath that they find for ye pltt fourteen pounds 1^s 9^d damages & Cost of Court It is therefore considered by ye Court that ye said ~~Phineas~~ Phineas recover against ye s^d ~~Phineas~~ John fourteen pounds 1^s 9^d of lawful money damages & Cost of Court taxed at three pounds 7^s 2 Therefore &c

Execn is 28th Septr 1770

Chaffee vs Hayre 109

Hezekiah Chaffee of Windsor in ye County of Hartford and Colony of Connecticutt Physician pltt vs Samuel Hayre of Westfield in ye County of Hampshire yeoman Deft in a plea of ye Case for that said Samuel on ye seventh day of July Instant at Springfield by his note for Value rec^d promised said Hezekiah to pay him five pounds 3^s 3 lawful money on demand with Interest &c as in ye Writ The pltt appears by Jonathan Bliss Esqr his att^y and ye Deft being three times publickly called makes default of appearance in Court It is therefore considered by ye Court that ye said Hezekiah recover against ye said Samuel five pounds 3^s 9^d of lawful money damages & Cost of Court taxed at one pound 16^s 2 Therefore &c

Execn is 28th Septr 1770

Hall vs Parker 110

William Hall of Palmer in ye County of Hampshire Gentleman pltt vs Aaron Graves of said Palmer yeoman Deft in a plea of Trespass upon ye Case for that ye s^d William on ye 15th day of June last past at Palmer aforesd was possessed of one Bay Gelding of ye price of Fifteen pounds lawful money as of his proper Gelding & being so possessed ye s^d William afterwards on ye same day casually lost ye said Gelding out of his possession & afterwards ye same Gelding came into ye possession of ye s^d Aaron by finding ye same &c as in ye Writ The pltt being three times publickly called to come into Court & prosecute his Action does not appear but is Nonsuit and ye Deft likewise defaulted and ye Action dismissed

William Scott of Palmer in ye County of Hampshire Gent pltff vs Aaron Graves of said Palmer yeoman Deft in a plea of ye Case for that s^d Aaron on ye third day of April last past at Palmer aforesaid by his note for Value rec^d promised one Daniel Lamb to pay him or order thirteen pounds lawful money in three months from that Time with Interest till paid And said Daniel there afterwards on ye same third day of April by his Indorsement ordered ye contents then wholly due to be paid to said William yet s^d Aaron had notice ye Aaron in Consideration thereof promised said William to pay him ye same Sum with Interest in ye said Term of three months afore s^d according to ye tenor of ye same Note &c as in ye Writ — The pltff appears by Jonathan Bliss Esqr his att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye William do recover against ye said Aaron thirteen pounds 6/8 of lawful money damages & Cost of Court taxed at one pound 15/4 thereof &c

Scott vs Graves

111

Thomas Bagg of Springfield in ye County of Hampshire yeoman pltff vs Charles Colton of ye same Springfield yeoman Deft in a plea of ye Case for that ye s^d Charles on ye Eighth day of June 1766 at s^d Springfield by his note under his hand of that date for Value rec^d promised ye said Thomas to pay him fifteen pounds 10/0 lawful money in five weeks from that Time with Interest & accruing lawful interest for ye same after ye Expiration of ye Time till paid Yet ye said Charles tho' that time is elapsed & tho' often requested hath not paid ye same Sum nor ye Interest thereof but he neglects it To ye Damage of ye said Thomas Twenty pounds — The pltff appears by Jonathan Bliss esq^r his att^y and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said Thomas recover against ye said Charles Four pounds 13/4 of lawful money damages and Cost of Court taxed at one pound 10/9 thereof &c The said Charles afterwards at this Term comes here in his proper person and appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of Hampshire on ye fourth Tuesday of September next Ensuing, and he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by s^d Recognizance on file appears

Bagg vs Colton

112

George Bynelton of Springfield in ye County of Hampshire Gent pltff vs Benjamin Wait Junr of said Springfield yeoman Deft in a plea of ye Case for that said Benjamin on ye first day of July instant at Springfield afore s^d being in debt to s^d said George in ye Sum of nine pounds 10/0 of lawful money for Sundry Goods, Wares and merchandize before that Time sold by s^d George to s^d Benjamin at his request and Interest due thereon according to ye Acct annexed to ye Writ said Benjamin in consideration thereof promised said George to pay him ye same Sum on demand &c again ye Writ The pltff appears by Jonathan Bliss esq^r his att^y and ye Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by ye Court that ye said George recover against ye s^d Benjamin Nine pounds 10/0 of lawful money damages and Cost of Court taxed at one pound 6/4 thereof &c

Bynelton vs Wait Junr

113

Exon in 29th Sept 1766

Jonathan Dwight of Springfield in ye County of Hampshire yeoman pltff vs Israel Higgins of Chatham in ye County of Hartford and Colony of Connecticut yeoman Deft in a plea of ye Case for that whereas at s^d Springfield on ye 28th day of November last ye said Israel rec^d of ye said Jonathan one Cask & Bottle with the mark John House Hanover of ye Value of four pounds & two Casks & Salts branded Dwight Springfield of ye Value of Seven pounds ye property of said Jonathan to be transported to Boston & there delivered to John Barret Esqr & Sons merchants in Company there for & s^d Barrel freight to be there paid him, the said Israel there & there in Consideration thereof assumed on himself & to ye said Jonathan faithfully promised to transport ye said Bottle & Salts to Boston in a reasonable time & deliver ye same to said John Barret and Sons they paying freight as aforesaid ye Danger of ye Seas only excepted, and ye said Jonathan says that ye said Israel hath long since had reasonable & sufficient time to have transported ye same Bottle & Salts to Boston and to have delivered ye same to s^d John Barret & Sons & that they have always been ready to pay ye freight thereof as aforesd on receipt thereof Yet ye said Israel his promise aforesd not regarding ~~his promise aforesd~~ but wickedly designing ye pltff in this respect to injure & defraud hath never transported ye said Bottle & Salts to Boston or delivered ye same to s^d Barret & Sons or either of them but hath wholly neglected to do it and hath suffered the same to be ruined and lost & that not by means of ye Seas to ye damage of said Jonathan twelve pounds — The pltff appears by s^d ~~Jonathan~~ Worthington Esqr his attorney and ye said Israel by Jonathan Bliss Esqr his att^y comes & defends ye Injury to himself & Liberty of altering this plea and pleading any new matter on ye trial of ye appeal says ye Bond declared on is not his deed and thereof puts himself on the Country — And ye said Jonathan by his att^y aforesd consenting to ye reservation aforesd says that he by any thing in ye aforesd plea of ye said Israel alledged ought not to be precluded from having and maintaining his Action aforesaid against him because he saith that ye same plea & ye matters therein contained are not a sufficient answer to his declaration and that he is not obliged ~~nor~~ nor holden to have to make any answer thereto and this he is ready to verify wherefore for want of a sufficient plea of ye said Israel in this behalf he prays Judgment for his damages and Cost and ye said Israel says his plea above pleaded is sufficient wherefore because ye said Jonathan hath not denied ye same nor made answer thereto he prays Judgment for his Costs — Thereupon all and singular the premises being seen and fully understood by ye Court & ye Lord ye King now here ye said Israel is given to ye said Court that ye plea aforesd of ye said Israel by him in ye

Dwight vs Higgins

114

sufficient in law to preclude ye said Israel from recovering against ye said Israel or from his damages aforesaid It is therefore considered by
against ye said Israel or from his damages aforesaid It is therefore considered by
ye Court that ye said Jonathan recover against ye said Israel twelve pounds of
Wright vs Higgins
lawful money damages and Cost of Court taxed at two pounds 8/0 Whereof
The said Israel by his Attorney aforesaid appeals from ye Judgment of this Court
to ye Superiour Court of Judicature to be holden at Springfield within and for ye County
of Hampshire on ye fourth Tuesday of September next Ensuing and he recognizes
with Sureties as ye law directs for his prosecuting ye Appeal with Effect as
by said recognizance as on file it appears

Campbell vs Gunnison

Daniel Campbell of Schanectada in ye County of Albany Province of New York
Esq pltff Esther Gunn of Montague in ye County of Hampshire Widow Deft
of Elisha Gunn late of Montague aforesd yeoman Dec'd Adm'x of all ye Goods
Chattels Rights and Credits that were of ye said Elisha at ye time of his death
Deft in a plea that said Esther render to said Daniel two hundred Eighty two
pounds 13/0 which from hence she unjustly detains & thereon sd Daniel says
that at Schanectada on ye 12th day of Octo in ye 17th year of yor Reign sd Elisha
then living by his Bond of that date bound himself to sd Daniel in ye sum
three hundred Seventy six pounds 10/0 lawful money of New York which is
equal to two hundred eighty two pounds 13/0 lawful money of this Province
to be paid to ye said Daniel in a reasonable time after ye 12th day of April then next
in case ye said Elisha should fail of paying to sd Daniel by sd 12th day of April
one hundred & Eighty Eight pounds 0/0 lawful money of York aforesd which said
Elisha by his Bond acknowledged he owed sd Daniel and sd Daniel says that sd
Elisha never paid said one hundred and Eighty eight pounds whereby Action
accrued to ye sd Daniel to demand of sd Elisha ye Sum of three hundred seventy
six pounds 10/ &c as in ye Writ — The pltff appears by John Worthington Esq his attr and ye said Esther by Simeon Strong Esq comes into Court and confesses ye Forfeiture of ye Bond and prays for an Equitable Chancery &c Therefore it is considered by ye Court that ye said Daniel recover against ye said Administratrix thirty pounds 0/0 of lawful money debt and Cost of Court taxed at £3 0s 0d Whereof &c

Execn is 29th Sept 1770

Fowler vs Taylor

Bildad Fowler of Westfield in ye County of Hampshire yeoman pltff vs Samuel Taylor the second of Springfield in said County yeoman Deft in a plea of ye Case for yt ye said Samuel at Springfield on ye 10th day of Octo 1769 by his promissory note in writing under his hand of that date for value rec promised one Ahimaaz Easton to pay him or his order ye sum of two pounds 10/0 lawful money or ye Worth in Indian Corn at money price at or before ye first day of Sept then next And afterwards viz on ye same 12th day of Octo at Springfield aforesd ye said Ahimaaz Easton by his Indorsement on yt Note with his proper hand subscribed & signed the same note to ye said Bildad ye pltff & ordered ye Contents thereof then & wholly due & to be paid to ye pltff of all which ye said Samuel then & there instantly had notice so became liable to pay ye Contents of ye said note to ye said pltff according to ye Tenor thereof and being so liable ye said Samuel then and there in consideration thereof promised ye said pltff to pay him ye same accordingly at or before ye said first day of Sept then next yet ye said Samuel tho often requested and ye said Term of payment is long since Elapsed hath never paid ye same nor any part thereof but unjustly neglects it to ye damage of ye said Bildad Six pounds
The pltff appears by John Worthington Esq his attr and ye said Samuel by Simeon Strong Esq his attr comes & defends &c and says that ye pltffs declaration & matters therein contained are not sufficient in law to oblige him ye said Samuel to answer thereto to which declaration & matters therein contained ye said Samuel is under no necessity nor bound by ye law of ye Land to answer & this he is ready to verify wherefore he prays Judgment of ye Declaration and that his Costs by reason of this suit may be adjudged to him and reserves Liberty to waive this plea & plead ye General Issue on trial of ye appeal; And ye said Bildad by his attr above consenting says his declaration aforesaid is sufficient and this he is ready to verify & thereof prays Judgment & Judgment for his damages and Cost — Thereupon all & singular ye premises being seen and fully understood by ye Court & ye Lord ye King not therefor that it appears to ye said Court that ye plea aforesd of ye said Samuel and ye matters therein contained are not sufficient in Law to preclude ye said Bildad from proceeding in his said Action or from his damages aforesaid — Therefore it is considered by ye Court that ye said Bildad recover against ye said Samuel two pounds 17/6 3/4 of lawful money damages and Cost of Court taxed at one pound 0/0 Whereof &c
The said Samuel by his attr above named appeals from ye Judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in and for ye County of Hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye law directs for his prosecuting ye appeal with Effect as by said recognizance as on file it appears

Worthington Esquire vs Hibbard Junior

John Worthington of Springfield in ye County of Hampshire Esq pltff vs Edward Hibbard of Somers in said County Yeoman Deft in a plea of ye Case for that ye said Edward at Springfield on ye first day of September 1768 was indebted to ye said John & Josiah Dwight Esq then of said Springfield now Dec'd who jointly used Trade & Commerce together ye sum of two pounds 4/9 1/2 on acct for Iron according to ye Acct annexed to ye Writ and in Consideration thereof said Edward promised ye said Josiah & John to pay them ye same on demand &c as in the Writ —
The pltff appears in his proper person and ye Deft being three times publickly called makes default of appearance in Court — It is therefore considered by ye Court that ye said John recover against ye said Edward two pounds 4/9 1/2 of lawful money damages and Cost of Court taxed at one pound 0/0 Whereof &c

Execution Dec'm 1770

Samuel Olcott of Hartford in y County of Hampshire yeoman pltff vs Nathaniel Pease of Blanford in y County of Hampshire yeoman Deft in a plea of y Case for that y said Nathaniel on y 28th day of May 1768 at Springfield aforesaid by his promissory note in writing under his hand of that date for valued promised y said Samll to pay him or his order sixty six pounds lawful money by y first day of November then next with lawful interest for y same from y Date of said note till paid yet y Nathl tho often requested hath never paid y same nor any part thereof but unjustly neglects it to y damage of said Samll Eighty pounds The pltff appears by John Worthington esq his attr and y Deft being three times publickly called makes default of appearance in Court It is therefore considered by y Court that y said Samll recover against y said Nathaniel Sixty nine pounds 18s of lawful mony damages & Costs of Court taxed at two pounds & eight pence & therefor &c

Olcott vs Pease

WB

The said Nathl afterwards at this Term comes here by John Phelps Gent his attr and appeals from y Judgment of this Court to y Superiour Court of Judicature to be holden at Springfield in & for y County of Hampshire on y fourth Tuesday of Sept next Enouing and he recognizes with sureties as y Law directs for his prosecuting y appeal with Effect as by said recognizance as on file appears

James Ellerton of Blanford in y County of Hampshire Gent pltff vs Jacob Root late of said Blanford now of a place called y Equivalent West of s Blanford in y County of Berkshire yeoman Deft in a plea of y Case for that s Jacob on y first day of April 1768 at Springfield by his note of that date for value rec promised said James to pay him or order six pounds lawful money on demand with Interest till paid &c as in y Writ The pltff appears by John Worthington Esq his attr and y Deft being three times publickly called makes default of appearance in Court — Therefore it is considered by y Court that y said James recover against y said Jacob seven pounds 7s d of lawful money damages & Cost of Court taxed one pound 18s 6d therefor &c

Morton vs Root

WJ

Thomas Miller of Springfield in y County of Hampshire yeoman pltff vs Jonathan Bardwell of Belchertown in y County yeoman Deft in a plea of Trespass for that at s Springfield on y 20th day of Nov last past y said Jonathan with force & Arms one Hogshead of y pltffs of y Value of 10s & 9 Gallons & half of y pltffs Molasses in y same Hogshead contained of y Value of 3s 6d Gallon did take & carry away to his own use converted and disposed & many other Injuries then & there did to y pltff contrary to law against our peace and to y Damage of y said Thomas Ten pounds The pltff appears by John Worthington Esq his attr and y Defendant by Simeon Strong Esq comes and defends y force & Injury when &c and says he is not guilty in manner & form as y said Thomas has above declared against him and thereof puts himself on y Country and the pltff likewise — Thereupon y Jurors at this time according to y form and Effect of y Statutes in this behalf provided returned and impanelled being demanded likewise come ~~[illegible]~~ who to say y truth concerning y premises ~~being called to swear before~~ being duly sworn by Mr Ebenezer Kitchcock their foreman declare upon their Oath that they find for y Deft Costs of Court — It is therefore considered by y Court that y s Jonathan recover against y s Thomas three pounds 18s of lawful money allowed him for his Cost indefending y suit of y said Thomas Thereof &c Execution is Sept 15th 1770

Miller vs Bardwell

WD

Abel Bliss of Wilbraham in y County of Hampshire yeoman pltff vs Joseph Allen of Greenwich in y County yeoman Deft in a plea of y Case for that y said Joseph at Springfield on y 28 day of April last past by his promissory note in writing under his hand of that date for Value rec promised y said Abel to pay him Thirty one pounds 18s lawful money on demand with lawful Interest for y same till paid, Yet y said Joseph tho often requested hath never paid y same nor any part thereof but unjustly neglects to do it to y damage of y s Abel Forty pounds The pltff appears by John Worthington Esq his attr and y said Joseph by Simeon Strong Esq his attr comes defends y force & Injury & prays Judgment of y Writ because he pleads yt at y time of suing out y said Writ & long before & ever since y Town of Greenwich consisted of two parts one of y said parts being within y County of Hampshire & y other part within y County of Worcester & that he now doth & y Day of suing out y s Original Writ of y said Abel did and for many years before had & ever since hath inhabited & dwelt in that part of said Greenwich which now is & at all y times afores was within y said County of Worcester without that the y said Joseph at y day of y suing out y said Writ or at any Time before or since had or now doth inhabit & dwell in Greenwich in y County of Hampshire as y said Abel doth suppose by his s Writ & this he is ready to verify wherefore he prays Judgment of y s Writ & that y same may be quashed & he allowed his Costs — Thereupon y premises being seen & fully understood by y Court for that it appears to y s Court that y plea of y s Jonathan is good and sufficient and y Writ of y s Abel is Bad and ~~[illegible]~~ & Void It is also considered that y said ~~Abel~~ Joseph recover against y said Abel one pound 19s 2d lawful mony allowed him for his Cost indefending y suit of y said Abel Thereof &c Execution is January 1771

Allen vs Bill

WR

Abel Bliss of Wilbraham in y County of Hampshire yeoman pltff vs Abisha Bill of Greenwich in y said County yeoman Deft in a plea of y Case for that s Abisha at s Springfield on y 7th day of Febry last past by his note of that date for Value rec promised said Abel to pay him Seventy pounds 10s 9d upon demand with Interest till paid &c as in the Writ — The pltff appears by John Worthington Esq his attr & y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Abel do recover against y said Abisha Fifty eight pounds 7s 3½d of lawful money damages and cost of Court taxed at one pound 16s 7d Thereof &c

Execution is s 20th Septr 1770

531

Mitchel vs Cook

James Mitchel of Wethersfield in y County of Hartford Colony of Connecticutt Gent pltf vs Joseph Cook of Southhadley in y County of Hampshire yeoman Deft in a plea of y Case for that said Joseph at Springfield on y 10th day of June last past by his note of that date for Value Rec promised p James to pay him or his order twelve pounds lawful money on demand with Interest till paid Yea in y Writ The pltf appears by John Worthington Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said James recover against ys Joseph twelve pounds 3/ 4d lawful money damages Cost of Court taxed at two pounds 0/ 11 thereof Execn is 27th Sept 1770

12 3

Idem vs Rugg &c

James Mitchel of Wethersfield in y County of Hartford Colony of Connecticutt Gent pltf vs John Rugg Sam[l] Rugg both of Southhadley in y County of Hampshire yeomen Defts in a plea of y Case for that said John Sam[l] on y 10th day of June last past at Springfield by their note of that date for Value Rec promised p James to pay him twenty five pounds 13/ lawful money on demand with Interest Yea in y Writ The pltf appears by John Worthington Esq his attr and y Deft being three times publickly called makes default of appearance here — It is therefore considered by y Court that y said James recover against y said John & Samuel twenty five pounds 19/ 6d lawful money damages Cost of Court taxed at two pounds 1/ 3 thereof Execn is 27th Sept 1770

Needham vs Munger

Humphrey Needham of South Brimfield in y County of Hampshire yeoman pltff vs Ebnathan Munger of said South Brimfield yeoman Deft in a plea of y Case for that said Ebnathan at Springfield on y 23d day of Octo 1761 by his note of that date for Value Rec promised ys Humphrey to pay him Nine pounds 11/ 2d lawful money at or before y first day of Feby then next with interest till paid Yea in y Writ The pltf appears by John Worthington Esq his attr and y Deft being three times publickly called makes default of appearance in Court — It is therefore considered by y Court that y said Humphrey recover against ys Ebnathan fourteen pounds 17/ 6d lawful money damages Cost of Court taxed at two pounds 3/ 5d thereof Execn is 28th Sept 1770

Noble vs Fowler

Thomas Noble of Westfield in y County of Hampshire yeoman pltff vs Bilad Fowler of said Westfield yeoman Deft in a plea of y Case for that whereas y ds Thomas at Springfield on y fifth day of Jan[y] 1763 was by y Proprietors of y New Township called Murrayfield admitted a settler there on y Lott No 6 there on y following conditions viz: that he should within y space of three years commencing from y first day of June then last past build a dwelling house on said Lott of the following dimensions 24 feet long 18 feet wide & 7 feet stud & have seven Acres of Land well cleared and fenced and brought to English Grass or plowed actually settle a family on y same & continue such a family thereon for y space of six years & should also within three years from said fifth day of Jan[y] join with y other Settlers in said Town actually settle a protestant minister of y Gospel there and pay one sixtieth part of y Charge thereof; And whereas y said Proprietors then conveyed to him y same Lott No 6 he then and there bound himself by his bond of that date to John Murray Esq Treasurer to y said proprietors in y Sum of fifty pounds to be paid to said Murray as their Treasurer & to their use in Case he should fail of performing y said Conditions of Settlement on y Lott aforesaid according to y true Intent and meaning thereof; whereas afterwards viz on y twentieth day of Feby 1764 at ds Springfield y ds Bilad well knowing y Premises the said Thomas bargained sold and passed away y same Lott to y said Bilad at his special Instance and request y ds Bilad then & there by his writing under his hand of that date in Consideration thereof promised y said Thomas to fulfill all y Court Acts in Settling y ds Lott No 6 in said Township as said Thomas was obliged to do; meaning that he would perform on said Lott all y several Articles of Improvement & Settlement aforesd with y other Settlers perform y Duty of Settling a Minister as before mentioned within y respective Terms of performance above specified which were Injoined by y General Court as y Condition of y Grant of said Land & that he would save y said Thomas free from all harm & Cost that might arise from y Obligation y ds Thomas had Given Bond aforesd to settle s[d] Lott and y ds Thomas says, that said Bilad totally disregarding his Undertaking & promise aforesd never built on s[d] Lott a dwelling House of y Dimensions aforesaid nor any dwelling house within y Term aforesd specified for doing y same, Neither had he seven Acres of s[d] Lott well cleared & fenced & brought to English Grass or plowed in y Term aforesd for doing y same or at any other time nor did he ever settle any family thereon within y Term specified for doing y same much less continue such family thereon for any term of years nor did y ds Bilad within y Term before specified for doing y same join with y other Settlers in s[d] Town and settle a protestant minister of y Gospel there but y said Bilad utterly neglected to do and perform all or any of y Articles or Conditions aforesd by him as aforesd undertaken to be done on s[d] Lott or in y Term on Account of s[d] Lott in behalf of said Thomas, Neither hath s[d] Bilad saved y ds Thomas free from harm and Cost arising from s[d] Obligation given by Thomas to settle said Lott as aforesaid; But said Thomas says that by y ds Bilad neglecting to perform y Duty and Settlement aforesd y ds John Murray Esq in behalf of said proprietors ~~has~~ brought his action of Debt against y ds Thomas on his Bond aforesd at our Inferiour Court of Common pleas holden at Worcester in & for our County of Worcester aforesd on y second Tuesday of May in y Twelth year of our

Reign for recovering of [illegible] which it was suggested that at our Superiour Court of
in ye same Bond upon which it was suggested that at our Superiour Court of
Judicature Court of Assize and General Goal delivery holden at Worcester with
in & for said County of Worcester on ye third Tuesday of September in ye Eighth
year of our Reign ye said John Murray recovered final Judgment by ye Confidera
tion of ye same Court against said Thomas for thirty pounds being the
Chancery of ye said Bond to its Just Debt by said Court for said Thomas
failing to perform ye Conditions thereof and ye sum of five pounds 12s 0d Cost
of Suit besides which sums ye said Thomas says he expended Ten pounds in
his defence of ye said Suit and said Thomas further says that at ye commence
ment of ye same Suit he gave ye said Bildad notice thereof & requested him to
defend him from ye same & keep him from Trouble and Cost thereby but ye
he neglected to do it and that since ye final Judgment aforesd he gave ye said
Bildad notice thereof and of all ye premises but that he wholly refused to pay
ye same sums so recovered against ye Thomas and that said John afterwards
sued out his Execn on ye Judgment aforesd to ye same to ye Sheriff
of our said County of Hampshire that he ye Thomas was compelled by ye
Sheriff to pay ye contents of ye same Execn with his fees for levying & collecting
ye same & was ~~putting~~ subjected to great Trouble and Expence in collecting advance
ing & paying ye same and that so ye said Bildads neglecting to perform his said
Promise and undertaking aforesaid is to ye damage of said Thomas Fifty pounds
The ptt appears by John Worthington Esq his attr and ye said Bildad Fowler
by Moses Bliss Esq his attorney comes and defends ye force and Injury when &c
and pleads that he never promised in manner & form as ye ptt in his declara
tion hath alledged and thereof puts himself on ye Country reserving Liberty
to make a new plea on ye trial of ye appeal — And ye said Thomas Noble Junr
by his attr above consenting to said reservation reserving to himself Liberty of
waiving this demurrer on ye trial of ye Appeal & then to joine ye Issue tender
above says that ye Defts plea above pleaded is an insufficient answer to his
Declaration & that he is not holden by ye law of the Land to answer thereto all which
he is ready to verify wherefore he prays Judgment for his damages & Cost.
And the ptt consenting says his plea is Sufficient
Thereupon ye premises being seen & fully understood by ye Court & ye Lord the
King now here for that it appears to ye said Court & ye said Lord ye King that
the plea of ye said Bildad and ye matter therein contained are sufficient in law
to preclude ye said Thomas from having his aforesd Action maintained agst
the said Bildad — Therefore it is considered that ye said ~~Thomas~~ by his plea
aforesaid have nothing &c It is also considered that ye said ~~Bildad~~ recover
against ye said ~~Thomas~~ the sum of ~~£~~ of lawful money allowed him with
his Costs for his Cost in defending ye suit of ye said Bildad thereof &c
The said Thomas by his attorney above named appeals from ye Judgment of
this Court to ye Superiour Court of Judicature to be holden at Springfield within
and for ye County of Hampshire on ye fourth Tuesday of September next Enspring
And he recognizes with Sureties as ye law directs for his prosecuting ye appeal
with Effect as by said recognizance as on file it appears

Noble
vs
Fowler

Samuel Nivins of Greenwich in ye County of Hampshire yeoman ptt vs
Abner Lommis, Percy Sprague, ~~Thomas Sprague~~ both of Palmer in ye County
yeomen Defts in a plea of Case for that ye said Abner, Percy and one Thomas Sprague of
Springfield on ye 17th day of March 1769 by their note of that date for Value rec
promised said Samuel to pay him thirteen pounds 6s 8d lawful money at or
before ye first day of April then next with Interest from ye time of payment &c
till paid &c as in the Writ — The ptt appears by John Worthington Esq his attr
and ye Defts being three times publickly called make default of appearance in Court.
It is therefore considered by ye Court that ye said Samuel recover against ye Abner
& Percy ~~and Thomas~~ thirteen pounds 13s 4d of lawful money damages and Cost of Court
taxed at Two pounds & thereof &c

Nivins
vs
Lommis
Dy

David Fowler of Westfield in ye County of Hampshire yeoman ptt vs Bildad
Fowler of said Westfield yeoman Deft in a plea of ye Case for that ye said Bildad on
ye first day of June last past at said Springfield being justly indebted to ye said David in
the sum of one hundred Seventy six pounds 6s 8d lawful money to ye said Accounts
according to ye Bill annexed to ye Writ he ye said Bildad promised him in Consi
deration thereof to pay him ye said David ye same on demand; Also for that ye said
Bildad at said Springfield on ye same first day of June last past being justly in
debted to ye said David in an other sum of one hundred & Seventy six pounds 6s 8d lawful
money for sundry other Goods Wares and Merchandizes before that Time at ye
special Instance and request of ye said Bildad there sold and delivered to ye said Bildad
by ye ptt he ye said Bildad in Consideration thereof then & there assumed on himself
to ye said David faithfully promised to pay him ye said sum on demand, And also
for that ye said Bildad at said Springfield on ye same first day of June last past
was justly indebted to said David in ye further sum of Forty pounds lawful money
for ye same sum there before that Time had and received by him ye said Bildad of him
the said David to ye use of him ye said David in Consideration thereof he ye said Bildad
then and there promised said David to pay him said sum last mentioned on
demand; And also for that said Bildad there at said Springfield on ye same first day
of said June was further indebted to said David in one other sum of forty pounds
lawful money for ye same sum there before that Time paid & advanced by ye said
said David for him ye said Bildad at ye special Instance & request of him ye said Bildad

Fowler
vs
Fowler
Dy

536

Fowler vs Fowler

Bildad in Consideration thereof said Bildad then and there promised ye David to pay him said sum last mentioned on demand yet said Bildad tho often lequested hath not paid said David either of ye sums aforesaid or any penny thereof but hitherto hath and still neglects & refuses to pay him ye same To ye Damage of the said David the sum of one hundred and ninety pounds &c

The pltf appears by John Worthington esq his attr and ye sd Bildad by Justin Ely gent his attr comes and defends ye force and Injury & damages &c and for plea says he never promised ye Pltf in such manner and form as ye Pltf in his declaration hath alledged against him and thereof puts himself on the Country

And the said David by his attorney abovenamed reserving to himself the Liberty of waiving this demurrer on ye Trial or ye appeal and then to join ye Issue Tendred now says that ye Defts plea above pleaded is an Insufficient answer to his declaration and that he is not holden by ye Law of ye Land to answer thereto all which he is ready to prove wherefore he prays Judgment for his damages & Cost — And the Deft consenting says his plea is sufficient —

Thereupon ye premises being seen and fully understood by ye Court of ye Lord the King now here for that it appears to ye said Court of the said Lord the King that the plea aforesaid of ye said Bildad and the matter therein contained are sufficient in Law to preclude ye said David from having his aforesd action maintained against ye said Bildad — Therefore it is considered that ye said David by his plea aforesd have nothing but that for his groundless demand be in mercy

It is also considered that ye said Bildad recover against ye sd David 10/ of lawful money allowed him with his assent for his Cost in defending ye Suit of ye David &c

The said David by his attr viz: John Worthington Esq appeals from ye judgment of this Court to ye Superiour Court of Judicature to be holden at Springfield in & for ye County of hampshire on ye fourth Tuesday of September next Ensuing And he recognizes with Sureties as ye Law directs for his prosecuting the appeal with effect as by said recognizance on file appears

King vs Bond

John King the Younger of Palmer in ye County of Hampshire yeoman pltff

Benjamin Bond of Brimfield in ye said County yeoman Deft in a plea of ye Case for that said Benjamin at said Springfield on ye 27th day of May Dom 1769 by his note of that date for value rec promised said John to pay him Eleven pounds 10/ in one year from ye Date of said note with Interest till paid &c as in ye Writ

B0

The pltf appears by John Worthington Esq his attorney and ye Deft being three times publickly called makes default of appearance in Court

It is therefore considered by ye Court that ye said John recover against ye sd Benjamin twelve pounds 7/ of lawful money Damages and Cost of Court Taxed at one pound 16/ and thereof &c — Exec in ye 8th Decem 1770

Hampshire ss — George the Third &c To the Sheriff of our said County of Hampshire &c

Commonwealth vs Noble

WHEREAS on ye 13th day of October in the ninth year of our Reign before Edward Taylor Esq one of our Justices assigned to keep our peace at Westfield in ye County personally appeared John Barber yeoman John Ingersoll Gentn Saml Noble yeoman all of Westfield severally and acknowledged themselves bound to us in ye following Sums viz ye sd John Barber principal in ye Sum of Ten pounds & ye sd John Ingersol and Saml Noble as sureties in ye Sum of five pounds each

B2

to be levied on their Goods &c & for want thereof on their Bodies to ye use of us our Heirs &c if default should be made in ye performance of ye Condition of ye same recognizance which Condition was that if ye sd John Barber should personally appear before our Justices of our Court of General Sessions of ye peace there next to be holden at Northampton on ye second Tuesday of November then next to answer to such matters as should be objected against him in our behalf & especially to an Indictment for trifling a deed and should do & receive ye which sd Court should be enjoined him & not depart without Licence then the foregoing recognizance to be void otherwise to abide in full force as by the record of said recognizance appears — And now we have understood that ye said John Barber did not appear before our justices of our said Court holden at Northampton aforesaid on ye second Tuesday of November aforesd but wholly failed thereof whereby ye recognizance aforesd remains ~~in full~~ against ye said John Barber John Ingersoll & Saml Noble in its full force and the sums by them severally acknowledged forfeited and due to us — We being willing to have ye Sums aforesd speedily paid Command you that you make known to ye sd Saml Noble that he appear before our Justices of our Inferiour Court next to be holden at Springfield within & for ye said County of hampshire on ye last Tuesday of August next then & there to shew if any thing he have or can say for himself why Execution should not be awarded against him by said Court for ye Sum of five pounds as aforesd acknowledged according to ye Tenor of ye recognizance aforesd if he shall think fit & further to do and receive every thing which our same Court shall concerning him in this behalf &c

And it was made known to the said Samuel Noble that he be here &c And now John Worthington Esq ~~attr~~ who prosecutes in behalf of our Sovereign Lord the King appears and ye sd Saml being three times publickly called makes default of appearance in Court — It is therefore considered by the Court that Execution be made & issued in due form of Law against the sd Samuel for levying the aforesd sum of five pounds by him forfeited as aforesd for ye use of said Lord the King and also for the

Decem 29th 1770 —

To the Honble Justices of the Inferiour Court of Common pleas to be holden at Springfield within and for ye County of hampshire on the last Tuesday of August 1770; The Subscriber humbly shews her husband Benjamin Stebbins Decd by his Last Will ordered sundry Legacies to be paid which together with the Debts owing from ye Estate amount to more than ye whole personal Estate of which ye said Benjamin Decd died possessed, Your Petitioner, Executrix of ye said decs last Will therefore humbly prays she may be Enabled to make sale of so much of ye Decs real Estate as will satisfy ye Sum of thirteen pounds Ms Ms Cost of Sale, And your Petitioner as in duty bound shall ever pray &c

Jerusha Stebbins

Petition for ye Sale of Land

~~Principle Executrix of ye Last Will of ye Decd~~

The above Petition being read it is ordered by ye Court that ye said Jerusha Stebbins be impowered to make sale of so much of the real Estate of ye said Decd where it may least Injure the same as shall produce fifteen pounds lawful money for the payment of the Debts due therefrom she observing ~~the directions~~ of the Law in making such sale

Hampshire ss

To the hon^ble his Majesties Justices of the Inferiour Court of Common pleas holden at Springfield in said County on the last Tuesday of August Cur^d

humbly sheweth Thomas Osgood of Ervingshire in ye County aforesd Administrator on the Estate of Aaron Osgood of said Ervingshire decd the Estate of the said Aaron both real and Personal is insufficient to satisfy the Claims of the several Creditors, Your Petitioner therefore humbly prays your Honors to impower him to make sale of the whole of the real Estate for ye benefit of the Creditors aforesaid & as in duty bound shall ever pray

Thomas Osgood

C. Osgoodsller

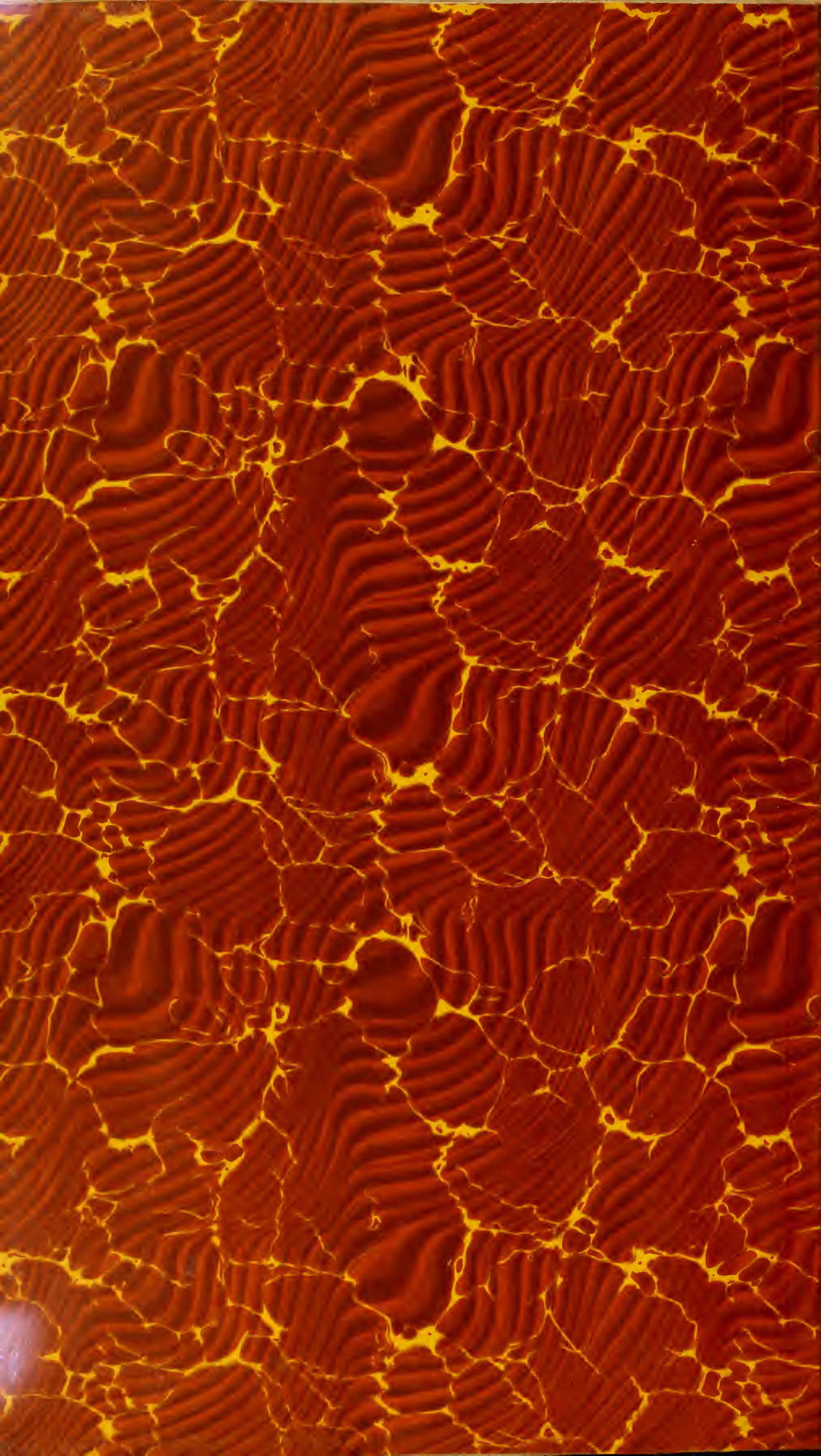
Petition for ye Sale of Land

Augt 28th 1770

The above Petition being read it is ordered by ye Court that the said Thomas Osgood be & he is hereby impowered to make sale of the whole of the real Estate of the said Aaron Decd for the benefit of his Creditors Observing the directions of the Law in making such sale

The foregoing Judgments Appeals Orders &c being made and entered up in Manner aforesaid it was ordered by the Court the said Court should be adjourned without Day and it was adjourned accordingly

Attest Wm Williams Clerk



Bound by
THE SAUTTER CO.,
Greenfield, Mass.