and the said John Baker by Edward Wilkes his attorney came and defended the force and injury when &c and say that the said James Bowcock ought not to have his action against them the said John Baker and Edward Wilkes because they say that the said John Baker and Edward Wilkes are not guilty of the said trespass and damage in the said Declaration mentioned or any part thereof in manner and form as the said James Bowcock has complained against them the said John Baker and Edward Wilkes in his said Declaration and of this they put themselves upon the country and the said James Bowcock likewise &c

Whereupon the said Defendants by their said attorney prayed that the said James Bowcock might be admitted to prosecute his said suit against them the said John Baker and Edward Wilkes for the damages by them the said James Bowcock sustained by reason of the said trespass and detaining of the said goods and chattels &c

741 / 24 / 769

Upon which the said James Bowcock by his said attorney prayed a jury to be impanelled to try the said issue between the said James Bowcock and the said John Baker and Edward Wilkes and the said jurors of the said jury were then and there sworn to speak the truth of the said issue upon their oaths &c

James Bowcock / Peter Walker

Memorandum that Peter Walker late of the City of Gloucester gentleman at Court Peter Walker gentleman of the City of Gloucester was commanded to answer unto James Bowcock of the same County of a plea that he render unto him the sum of twenty four pounds four shillings and ten pence of lawful money of Great Britain which he the said James owed him the said James of and from him unjustly detained &c

And the said James Bowcock by William his attorney saith that whereas the said Peter the 25th Day of June 1706 at the City of Gloucester aforesaid by his Bond or obligatory under his hand and seal the said James Bowcock with the said Peter the Day and year aforesaid acknowledged himself to be indebted unto the said James in the sum of twenty four pounds four shillings and four pence of lawful money of Great Britain to be paid to the said James his attorney or assigns to the which payment well and truly to be made the said Peter doth bind himself his heirs and executors firmly by the said present and yet notwithstanding the said Peter the said sum of twenty four pounds four shillings and four pence although often demanded yet he the said Peter hath not paid but the same to pay hath refused and still doth refuse to the damage of the said James of one hundred and forty pounds and therefore the said James brings his suit &c

Judgment &c

And the said Peter by Edward Wilkes his attorney came and defended the force and injury when &c and says that the said James Bowcock the plaintiff his action aforesaid against him ought not to have because he says that the said James Bowcock and the said Peter did not at the said time when the said bond was made in manner and form as the said James Bowcock in his said declaration has alleged and this he prays may be inquired of by the country and prays judgment for his costs and his expenses and damages sustained by reason of detaining of the said debt to him to be adjudged &c

Therefore it is considered by the Court here that the first Day of April in the year of our Lord 1708 that the said James Bowcock recover against the said Peter Walker as well the sum of twenty four pounds four shillings and four pence of the said money of Britain the said debt as also the same damages by him the said James by reason of the said trespass and detaining of the said debt and the said Peter in mercy &c

741 / 24 / 769

Wilkes against Dramplet

April Term 1708

Memorandum that William Dramplet of the City of Gloucester gentleman was attached to answer unto Wilkes against Dramplet of a plea of trespass on the case &c

And whereupon the said Wilkes by Thomas his attorney complained that whereas the said William the 12th Day of March anno Dom 1706 at Gloucester aforesaid the said William made and delivered to the said James a certain promissory note in writing under the hand of the said William of the tenor and effect following viz. I promise to pay unto the said James Wilkes or order the sum of twenty pounds for value received in Brewers Drugs, by the said William made payable to the said James or order the said sum of twenty pounds at Christmas next ensuing the date hereof and then and there the said William promised to pay to the said Wilkes or order the said sum of twenty pounds for the said Brewers Drugs and the said James afterwards to wit the Day and year aforesaid in consideration of the premises upon himself undertook and promised to the said James Wilkes then and there faithfully to perform and fulfill all and singular the said promises and the said James Wilkes did and hath always since the said Day and year aforesaid hitherto at his request and in consideration thereof be ready and willing to perform and fulfill all and singular the said promises and the said Wilkes in fact saith that the said William the said sum of twenty pounds or any part thereof or any other sum or sums of money in the said promissory note mentioned or any part thereof hath not paid but the same to pay hath hitherto wholly refused and still doth refuse to the said James Wilkes to his damage of one hundred and forty pounds and therefore he the said James Wilkes brings his suit &c

Judgment &c

And the said William Dramplet by Richard Dallaway his attorney came and defended the force and injury when &c and says that the said James Wilkes his said action against him ought not to have because he says that the said William promised to the said James Wilkes in manner and form as the said James Wilkes in his said declaration has alleged and this he prays may be inquired of by the country and prays judgment for his costs and expenses and damages by reason of the said trespass and detaining of the said debt and the said William in mercy &c

Wilkes against Dramplet

Memorandum that William Dramplet of the City of Gloucester gentleman was attached to answer unto Wilkes against Dramplet of a plea of trespass on the case &c

And whereupon the said Wilkes by Thomas his attorney complained that whereas the said William the 12th Day of March anno Dom 1706 at Gloucester aforesaid the said William made and delivered to the said James a certain promissory note in writing under the hand of the said William of the tenor and effect following viz. I promise to pay unto the said James Wilkes or order the sum of twenty pounds for value received in Brewers Drugs, by the said William made payable to the said James or order the said sum of twenty pounds at Christmas next ensuing the date hereof and then and there the said William promised to pay to the said Wilkes or order the said sum of twenty pounds for the said Brewers Drugs and the said James afterwards to wit the Day and year aforesaid in consideration of the premises upon himself undertook and promised to the said James Wilkes then and there faithfully to perform and fulfill all and singular the said promises and the said James Wilkes did and hath always since the said Day and year aforesaid hitherto at his request and in consideration thereof be ready and willing to perform and fulfill all and singular the said promises and the said Wilkes in fact saith that the said William the said sum of twenty pounds or any part thereof or any other sum or sums of money in the said promissory note mentioned or any part thereof hath not paid but the same to pay hath hitherto wholly refused and still doth refuse to the said James Wilkes to his damage of one hundred and forty pounds and therefore he the said James Wilkes brings his suit &c

Judgment &c

And the said William Dramplet by Richard Dallaway his attorney came and defended the force and injury when &c and says that the said James Wilkes his said action against him ought not to have because he says that the said William promised to the said James Wilkes in manner and form as the said James Wilkes in his said declaration has alleged and this he prays may be inquired of by the country and prays judgment for his costs and expenses and damages by reason of the said trespass and detaining of the said debt and the said William in mercy &c

And the said James Wilkes by Thomas his attorney replied that the said James Wilkes his said action against him ought to have because he says that the said William promised to the said James Wilkes in manner and form as the said James Wilkes in his said declaration has alleged and this he prays may be inquired of by the country and prays judgment for his costs and expenses and damages by reason of the said trespass and detaining of the said debt and the said William in mercy