That they render unto him the full and Just Summe of Twenty
Seven pounds Sixteen Shillings and two pence lawfull money to him
they owe and from him unjustly detained &c
Whereupon the Defendant Ephraim Ballard his attorney
saith that he ought not to render the Sum of Twenty Seven
pounds Sixteen Shillings and two pence to the Plaintiff
as he hath declared because he says that the said Plaintiff
on the Twelfth day of September Anno Dni 1709 at Essex County aforesaid
did in consideration of Twenty Seven pounds Sixteen Shillings
and two pence lawfull money of New England to him in hand paid
by the said Defendant at the time of the making hereof
the receipt whereof he doth hereby acknowledge and therefore
the said Defendant doth promise and bind himself his heirs
Executors and Administrators to pay unto the said Plaintiff
Twenty Seven pounds Sixteen Shillings and two pence lawfull money of England
to be paid to the said Plaintiff when thereunto required
Provided that if the said Defendant make or cause
to be made unto the said Plaintiff his heirs or Assigns
Twenty Sixteen Shillings and two pence in Merchantable Pipe Staves
at the usual price and place in Salem according
to the Terms of the agreement made between the parties
aforesaid then this Obligation to be void otherwise to remain
in full force and Vertue
And the said Plaintiff by his attorney doth say that he
ought not to be barred from his action aforesaid because
he says that the said Defendant has not kept the Covenant
aforesaid but hath broken the same in manner and form
following viz. that the said Defendant did not make
or cause to be made unto the said Plaintiff the said
Twenty Sixteen Shillings and two pence in Merchantable Pipe Staves
at the usual price and place in Salem according
to the Terms of the agreement aforesaid but the said
Defendant hath hitherto refused and still doth refuse
to make the same to the damage of the said Plaintiff
Twenty pounds and therefore he brings his Suit
Judgment &c Geo. Corwin Clerk

And the aforesaid Matthew Garner by Thomas Macomber his
attorney came and defended the Force and Injury when &c and pray
that he may be dismissed from the Plaintiff's Writ and the same
may be adjudged good and sufficient in Law and that he may
have his Costs and Charges by him in this behalf expended
and the said Plaintiff by his attorney doth say that the said
Writ and Declaration by him abovesaid in manner and form
aforesaid made and exhibited is not sufficient in Law for
the said Defendant to answer unto and that the said Plaintiff
by the Law of this Province ought not to have any Action
against the said Defendant for the causes aforesaid in the said
Writ and Declaration mentioned and he the said Plaintiff
doth pray Judgment for his Damages by him occasioned
by the unlawful detaining of the said Debt and for his Costs
by him in this behalf expended &c

And the said Plaintiff by his attorney doth say that the said
Defendant ought not to be barred from his action aforesaid
because he says that the said Defendant did promise and
undertake to make or cause to be made unto the said
Plaintiff the said Twenty Sixteen Shillings and two pence
in Merchantable Pipe Staves at the usual price and place
in Salem according to the Terms of the agreement aforesaid
but the said Defendant hath not made or caused to be made
the same to the said Plaintiff but hitherto wholly refused
and still doth refuse to make the same to the said Plaintiff
to his damage of Twenty pounds and therefore he brings his
Suit &c Geo. Corwin Clerk

Upon the Motion of the Defendant by his attorney
adjudged that the said Plaintiff do recover against the said
Defendant the Debt aforesaid and Damages by the said
Plaintiff in manner and form aforesaid declared
Ordered that the said Defendant be committed
until he pay the said Debt and Damages and Costs
of Suit &c

Mr. Minot Hartland } Command was given to the Sheriff of
vs. } Essex to take the Body of Matthew Garner
Matthew Gallop } Gallop of Ipswich Gent. Merchant if he should be
found in his Bailiwick to bring him forthwith before
this Court to answer unto Mr. Hartland of a Plea of Trespass on the Case
for that he the said Gallop did promise to make or cause to be made
unto the said Mr. Hartland Twenty Sixteen Shillings and two pence
in Merchantable Pipe Staves at the usual price and place in Salem
according to the Terms of a certain Agreement made between
the said Gallop and the said Mr. Hartland and still refuses
to make the same to the said Mr. Hartland to his damage
of Twenty pounds and therefore he brings his Suit &c
And upon the said Mr. Hartland by his attorney
complaining that whereas the said Benjamin the sixth day of May Anno
Dni 1704 at the County of Essex aforesaid did sell and deliver to the said
Mr. Hartland divers pipe staves of the value of twenty six pounds
sixteen shillings and two pence to be paid in Corn or other Commodities
at the Prices current in Salem aforesaid at the time of the delivery
thereof for which the said Mr. Hartland promised to the said
Benjamin in consideration thereof the said sixth day of May Anno
Dni 1704 at the County of Essex aforesaid upon request to make
and to the said Mr. Hartland divers other pipe staves to the value
of twenty six pounds sixteen shillings and two pence lawfull money
the said Benjamin the said Mr. Hartland when after thereunto requested would
not make but hitherto wholly refused and still refuses to make
the same to the said Mr. Hartland to his damage of twenty pounds
and therefore he brings his Suit &c
Upon this Motion the said Mr. Hartland by his attorney
and the said Benjamin by his attorney agreed that the said
Benjamin should make and deliver unto the said Mr. Hartland
Twenty Sixteen Shillings and two pence in any sort through to the said
Mr. Hartland Edward Edwards appointed to be in the first
day of July Anno Dni 1705 at the County of Essex aforesaid
and that the said Benjamin should pay the said Debt and Costs
of Suit &c
But the said Benjamin to pay the said Debt and Costs of Suit
Damages of the said Mr. Hartland Twenty pounds sixteen shillings and two pence
Costs &c