hundred & fifty eight pounds of Merchantable Tobacco upon himselfe assume and to ye Pltff. then & there faithfully promised that he the said Deft. the aforesaid Sum of Six hundred & fifty eight pounds of Merchantable Tobacco unto ye Pltff. when thereunto required would truly pay Content And that whereas also ye aforesaid Deft afterwards viz the aforesaid Seventh day of September in ye Year of our Lord Christ one Thousand Seven hundred and Seventeen at ye Parish County & Jurisdiction aforesaid In Consideration that the aforesaid Pltff at the Speciall instance & request of the aforesaid Deft and then and there last mentioned sold and delivered unto the aforesaid Deft. and to the proper use and behoofe of the aforesaid Deft. diverse goods & Merchandizes as in the said Decl. set forth upon himselfe assumed and to the said Pltff. then and there last mentioned faithfully promised that he ye said Deft. so much Merchantable Tobacco as the aforesaid last mentioned goods & Merchandizes sold & delivered as last said at ye time of the sale & delivery thereof at reasonable rates & prices were worth & amounted to unto ye Pltff when the same required would truly pay & Content & ye aforesaid Pltff. indeed saith that ye aforesaid last mentioned goods & Merchandizes sold & delivered as last said at ye time of ye sale and delivery thereof at reasonable rates and prices were worth and amounted unto ye Sum of Six hundred & fifty eight pounds of Merchantable Tobacco in manner & form as in ye Decl. set forth of which ye said Deft. then and there last mentioned had Notice Nevertheless ye aforesaid Deft his Solemn all promises & assumptions aforesaid in form aforesaid made little minding but fraudulently intending the Pltff. in that behalfe to deceive & defraud the aforesaid Sums of Tobacco in ye whole amounting unto ye Sum of one Thousand three hundred & Sixteen pounds of Merchantable Tobacco to ye said Pltff. altho' afterwards viz ye Twenty Second day of November in ye Year aforesaid & often after at ye Parish County & Jurisdiction aforesaid and thereunto required hath not paid nor made Content for the same but that he hath hitherto hath denied and still doth deny to the damage of him ye said Pltff thirteen hundred pounds of Leaf Tobacco aforesaid whereupon he brings Suit &c. Attest Jno Lee Cl. Cur. Jno Doc & Richd Roe

Thomas Hallen pending Dr to Mr James Harris for goods sold & delivered by Charles Hynson

Aug 27 1716	To 1 Yard Serge al 5s 9d		30
1717	To 2 Yards all Hankerchiefs		48
	To 6 Yds Serge al 16		96
Sept 7	To 1 Rugg		100
	To 8 lbs Cotton al 11 lb		88

	To 14 lb Dowlace al 14 lb	196
	To 1 Gall Molasses	20
	To 3 pounds Rum	13
	To 1 lb Pepper	25
	To 1 Inflamont	14
	To 1 Razor & Case	16
	To 1 pair of Cover	18
		658
	Errors Excepted by Cha Hynson for Mr James Harris	

And the aforesaid Deft being called Came and the aforesaid Pltff by his aforesaid Attorney prays that the aforesaid Deft may give Speciall Baile to the aforesaid Action which is granted and that he be kept in safe Custody by the Sheriff of said County untill he shall give Speciall Baile to the aforesaid Action after which George Hallmin of said County Gentleman Came in Court & acknowledged himselfe as Speciall Baile in the aforesaid Action & doth undertake for the aforesaid Deft. ye payment of ye Damages and costs happened