

March Court 1717  
County planter was attached to answer unto Francis Collins of a plea of  
Trespast on the Case. And whereupon the said plt. by Thomas  
Downe his atty. complains for that whereas that there has been & there is  
a certain Custom amongst Merchants & other persons residing in the County  
and using Comore having been used & approved that is to say if any Merch.  
or other person there having Comore should make any note or order  
in writing and thereto subscribe his name the said note or order should  
direct to pay other Merch. or person hereby requiring such Merch. or other  
person to pay or cause to be paid to any Merch. or other person any sum or  
quantity of Tobacco or money & such Merch. or other person should by writ-  
ing under his hand thereto subscribe accept of the said note or order, then such  
Merch. or other person accepting such note or order should be liable to such Merch. or  
other person in the said note or order mentioned such sum or quantity  
of Tobacco or money as in the said note or order mentioned such sum or  
quantity of Tobacco or money as in the said note or order mentioned  
and whereas a certain John Hall the tenth day of Feby. in the year of our  
Lord Christ one thousand seven hundred & sixteen at the parish of St.  
Pauls in the County of & within the Jurisdiction of this Court having then and  
there a Comore according to the Custom and made his certain note or order  
in writing with his own hand thereto subscribe and the said note or  
order to the said Deft. directed thereby requiring the said Deft. to pay to  
the said plt. the said sum of five hundred pounds of Tobacco in Cash  
in the said note or order mentioned by reason of which premises the said  
Deft. became chargeable and yet remains chargeable to pay to the said plt.  
in the said note or order mentioned the said five hundred pounds of Tobacco  
in the said note or order specified according to the form & effect of the said  
note and thereupon the said Deft. in consideration of the premises aforesaid  
to wit the said twelfth day of February in the year of at the parish County  
& Jurisdiction of upon himselfe affirmed and to the said plt. then and  
there faithfully promised that he the said Deft. the said five hundred pounds  
of Tobacco according to the tenor & effect of the said note to the said plt. would  
well and truly content to pay and whereas the said Deft. the twelfth day of  
February in the year of at the parish County Jurisdiction of was indebted  
unto the said plt. in the sum or quantity of five hundred pounds of Tobacco  
for so much Tobacco by him the said plt. for his the said Deft. proper use and  
 behoofe and at his the said Deft. special instance and request then & there  
lent & accommodated and being so indebted the said Deft. the day & year last mentioned  
at the parish County and Jurisdiction of did upon himselfe assure & to the said plt.  
then and there faithfully promised that he the said Deft. the said sum of five hundred  
pounds of Tobacco to the said plt. when he should be thereunto required would well &  
truly