

March Court --- 1723 . . . . 165

of Tobacco to the said Robert when he should be afterwards thereunto Requested he would well and faithfully pay and Content Nevertheless the said John his promise and assumption as in form as made Little regarding but plotting and fraudulently Intending the said Robert in that part craftily and Subtly to deceive and defraud the said four hundred and sixty pounds of Tobacco to the said Robert he hath not paid or to him for the same in any wise Contented altho the same so to do the said John by the said Robert on the first day of December in the year as and often afterwards at the County and parish as within the Jurisdiction as he was thereunto requested but the same to him to pay or in any wise to Content hath refused and since doth refuse and deny whereupon the said Robert saith he is worse and hath damage to the value of Nine hundred & twenty pounds of Tobacco and thereupon he brings Suite &c. Allen & Dore Edgode & Dore vs Robt. Martin

1719 To 1 Levy	70	Contra	60
1720 To 1 D <sup>o</sup>	170		
1721 To 1 D <sup>o</sup>	115	1722 Due	160
	109		
1722 To 3 years for beance at 8 p <sup>er</sup> cent	66		
Nov 30	460	Errors Excepted fine	Robt. Martin

And the said John Sharp by George Dashiell his attorney Cometh & defends the free & Injury when &c and prays Leave to Imparl here unto until the next Court and he hath it and the same day is given to the p<sup>er</sup>th also

At which said next Court to wit the Eighteenth day of the same Month. Dore One thousand Seven hundred and twenty three Come again as were the said p<sup>er</sup>th as the said Dore by their attorneys as and the said Dore by his said attorney prays further Leave to Imparl here unto until the next Court and he hath it and the same day is given to the p<sup>er</sup>th also

At which said next Court to wit the twentieth day of August and Dore One thousand Seven hundred and twenty three Come again as were the said p<sup>er</sup>th as the said Dore by their attorneys as and the said Dore by his said attorney prays further Leave to Imparl here unto until the next Court and he hath it and the same day is given to the p<sup>er</sup>th also

At which said next Court to wit the Nineteenth day of November and Dore One thousand Seven hundred and twenty three Come again as were the said p<sup>er</sup>th as the said Dore by their attorneys as and the said Dore by his said attorney prays further Leave to Imparl here unto until the next Court and he hath it and the same day is given to the p<sup>er</sup>th also

At which said next Court to wit the Seventeenth day of March and Dore One thousand Seven hundred and twenty three Come again as were the said p<sup>er</sup>th as the said Dore by their attorneys as and the said Dore by his said attorney as before defends the free and Injury when &c and says that he cannot gain say the p<sup>er</sup>th his action as is as against him brought nor can he say but that the said p<sup>er</sup>th ought to Recover his damages by Quareon of the premises as to four hundred & sixty pounds of Tobacco & Costs of Suite against him which the said p<sup>er</sup>th does not gain say &c. Therefore it is considered (by)