At which Said next Court to witt the Eighteenth day of the Same ~~Instant~~ Doms One Thousand Seven hundred and twenty ~~three~~ Comes againe the Said Robert Martin by his attorney afsd and prays that the Said Peter Feny to his declaration in the plea afsd may answer But the Said Peter Feny although Solemnly called Comes not but makes default whereby the Said pltffs Demands against the Said deft thereof undefended —

For which the afsd Pltff his damages by Occasion of the Premisses afsd against the afsd Peter Feny ought to Recover — Whereupon at the prayer of the Same Pltff the Justices here according to the form of the act of assembly in that Case made and provided ~~the Justices~~ doe assess the damages of the Same Pltff by Occasion of the premisses afsd besides his Costs and Charges in his part Sustained to four hundred and Seventy Six pounds of tobacco &c —

Therefore it is Considered by the Justices here the Same day and Year Last mentioned that the Said Robert Martin Recover against the Said Peter Feny as well the Sume of four hundred Seventy Six pounds of tob° his damages afsd in form afsd assessed as also the Sume of Two hundred & Eighty

(288) Eight pounds of tobacco by the Court here adjudged unto him for his Costs and Charges by him about his Suite in this Behalfe Laid Out and Expended and the deft in Mercy &c.

ffa. Robert Martin dq. } Sommersett Comty ffs. John Anderson of Stepney parish in Sommersett Comty weaver was attached
ffse John Anderson — } to answer unto Robert Martin of a plea of breach of promise upon the Case &c —
And thereupon the Said Robert by Francis Allen his attorney Complains that whereas the Said John the thirteenth day of November and Anno Dom One Thousand Seven hundred and twenty two at the parish and County afsd within the Jurisdiction of this Court was Indebted unto the Said Robert in four hundred and Sixty pounds of tobacco for Lewies and forbearance Thereupon to the Said Robert then and there due Owing and unpaid as by an and there of there unto annexed may in Court appear and Being so thereof Indebted the Said John in Consideration thereof afterwards to witt the day and year afsd at the place afsd upon himself did assume and to the Said Robert then and there did faithfully promise that he the Said John the afsd four hundred and Sixty pounds of tobacco to the Said Robert when he should be afterwards thereunto requested he would well and truly pay and Content Nevertheless the Said John his promise and assumpsion afsd in form afsd made little regarding but plotting and fraudulently Intending the Said Robert in that part Craftily and Subtilly to deceive and defraud the afsd 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 although the Same to doe the Said John by the Said Robert on the first day of December in the Year afsd and often afterwards at the parish and County afsd within the Jurisdiction afsd he was thereunto requested but he the Same unto him to pay or any wise Content hath refused and still doth refuse and deny whereupon the Said Robert saith he is worse and hath damage to the value of Nine hundred and twenty ffr of tobo & thereupon he Brings Suite &c Allen Ellet Pledges ffr. Jno Doe & Ro Roe

John Anderson Dr

1719	To Lewy		170
1720	To Do		115
1721	To Do		109
1722	To forbearance d° ffr		66
Nov 9th			460

Contra

1722 Due — 460

Errors Excepted ffr Robert Martin

(and)