force and Injury when &c and Says that he Cannot gainsay the Ackt his action aft so as aft against him Brought nor Can he Say but that ye Said Ackt Ought to Recover his damages by Occasion of the Premisses aft to the Sum of five hundred and forty Six pounds of Tobo and Costs of Suite against him which ye Said Ackt doth not gainsay

Therefore it is Considered by the Justices here the Nineteenth day of March Anno Domi One thousand Seven hundred and twenty two that ye Said Robert Martin Recover agt the Said David Shehee as well the Sum of five hundred and forty Six pounds of Tobo Clam Damages aft in form aft Confessed as also the Sum of Two hundred and Ninety four - - - ——— pounds of Tobo by the Court here adjudged unto him for his Costs and Cargos by him about his Suite in this behalf Laid Out and Expended and ye defdt in mercy &c ———

Cith (29)

The Same } Command was given to the Sherr of Somerset County that he Should take John Langford Son of Stepney
agt } Parish in Somerset County Planter if he Should be found in his Baliwick and him Should safe Keep
John Langford } So that he might have his Body before the Justices of his Lordships County Court of Somerset to be held at Dividing Creek the third tuesday of march then next to answer unto Robert Martin of a plea of trespass upon the Case &c and that then he Should not fail &c ———

And whereupon the Robert by Francis Allen his attorney Complains that Whereas the Said John the Twelfth day of November Anno Domi One thousand Seven hundred and twenty two at ye Parish & County aft within the Jurisdiction of this Court was Indebted unto the Said Robert in the full Sum of four hundred and Sixty pounds of tobacco for Divers Sherrifs fees Publick dues and forbearance thereupon to the Said Robert then and there due Owing and unpaid as by an acct thereof therewith annexed may in Court appear and being so thereof Indebted the Said John in consideration of the Premisses afterwards to wit the day and year aft, at ye Place aft, upon himself did assume and to the Said Robert then and there did faithfully Promise that he ye Said John the aft four hundred and Sixty pounds 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 aft in form aft made little regarding but Slighting and fraudulently Intending the Said Robert in that part Craftily and Subtilly to deceive and defraud the aft four hundred and Sixty pounds of Tobo to ye Said Robert he hath not paid or to him for the Same in any wise Contented al tho the Same to do the Said John by the Said Robert on the first day of December in the year aft and Place afterwards at ye Parish and County aft within ye Jurisdiction aft he was thereunto requested but ye Same to him to pay or in any wise Content hath refused and Still doth refuse & deny whereupon the Said Robert Saith he is worse and hath damage to ye value of three hundred and twenty pounds of Tobo and therefore he brings Suite &c ———

1719	John Langford Son	Dr		
1720	To Levy	170	170	
1720	To do	115	185	
1721	To do	109	109	
Nov. 30th 1722	To forbearance 8 yrs		66	
			460	

Allen Atte Clerks Fees Indo Rec

Contra Cr

1722 Due 460

Errors Excepted pr me Robt Martin

Att Which Said third tuesday of march to wit the Nineteenth day of the Same month Anno Domi One thousand Seven hundred and twenty two being the day of the return of the aft Writt Comes the Said Robert Martin

(by)