March Court ---- 1725 ... 107

of tob.o and there of brings this Suite & the said Mary brings here in to Court the Letters Testamentary & ——— ——— ——— J. Gale & Richd pledges & Jadoc Robe

and 1719 } Ann Renshaw Widow of Jno. Renshaw ---- Dr

To Thos. Bordly Esqr Comdy ---------- 273

To Do Bordly ---------- 340

1721 To Do Bordly Comdy Exor & admr of Francis Roberts — 243

To Ditto & Ditto ---------- 129

To Mr. Saml. Hopkins admr of Roberts ---------- 60

To Ditto for Renshaw ---------- 60

To Mr. Bordly Comdy ---------- 60

To a Sattisfied ---------- 30

1175

1722 To fee bearance at 8 ~~p~~ Ct ---------- 136

1311

A true Copy of of Robt. Martins book — & Thos. Dashiell order of Mary Martin —

Sandy the 26: 1725/6 —

A Copy of the foregoing declaration & that was made & Sent to be Served on ye Deft with the writ in the plea aft — At which said third tuesday of March to witt the fifteenth day of the Same month being the day of the return of the said Writt and Dett on thousand Seven hundred and twenty five Cometh the said Mary Martin Pltff as aft by her atty aft & ye Sheriff of Somerset County to whom the foregoing Writt was Directed Likewise Cometh & maketh Return thereof to the Court here Indorsed viz.t Cepi Corpus & dedi delivered the Deft in time & Francis Allen Sherr —

And the aft Ann Renshaw by Joseph Temberton her attorney Cometh and defends all the force and Injury when &c. and the Said Mary Martin Plaintiff as aft by her attorney aft prays that the Said Ann Renshaw to her declaration in the plea aft may answer &c.

But the Same attorney of the aft Ann Renshaw Says that she is not Informed by ye Same Ann his Client of any answer for the Same Ann to the aft Mary in the plea aft to be given and nothing else thereof Sayth by which the aft Mary remains against the aft Ann thereof undefended &c. Whereupon the said Mary Martin her damages by Occasion of the non performance of the promise and assumption aft against the Said Ann Ought to Recover. but because it is not Known what damages the Said Mary hath Sustained by Occasion of the Non performance of the promise and assumption aft the Justices here according to act of assembly in Such Case made and provided, at the prayer of the Said Mary by her attorney aft do assess the damages of the Said Mary by Occasion of the premises aft besides her Costs and Charges to thirteen hundred and Eleven pounds of tob. —

Therefore it is considered by the Justices here that the aft Mary Martin Pltff as aft recover against the aft Ann Renshaw as were the Sum