

March Court . . . 1728 . . . 170
 Upon himselfe affirmed and to the same Francis then and there faithfully did promise that he when afterwards
 he should be thereto requested he ^{the} sum of Eighteen hundred and forty pounds of tobacco to the same Fran-
 cis would well and faithfully Content and pay never the less the said Henry his promise and assumption
 in form aforesaid made little regarding but plotting and fraudulently intending him the same Francis in that
 part craftily and subtilly to defraud and deceive he the said sum of Eighteen hundred and forty pounds of
 tobacco or any part thereof to the same Francis hath not paid or him for it in anywise Contented with the said
 Henry the same to do afterwards to wit the same day and year at the County at within the said Jurisdic-
 tion was thereto requested, but the said Henry the same to do hath altogether Refused and still doth Refuse
 whereby the same Francis says he is worse and hath damage to the Value of three thousand five hundred
 pounds of tobacco and thereof he brings this Suite &c.

1727: May 5: Henry Travis Du
 To Commitment and Release at Suit of the Lord Proprietary 40
 To 30 days Custody 220
 To 80 days Ditto 2 to 4 Day 600
 To 80 days Ditto 800
 August 24: To paid Thomas Biddings for taking you up after
 you broke Goal and run out of my Custody from Virginia 400
 1840

Errors Excepted of from: Allen filed.
 April 24: 1729 Sworn to in Open Court, in Common form

Josh. Thomas Hayward Esq.

And the aforesaid Henry Travis by Robert Conie his attorney comes and defends the force and injury
 when &c. and prays Leave to Dispute hereunto until the next Court and he hath it and the same day is given
 to the said Bench here also: &c.

All which said next Court to wit the nineteenth day of November and Dord. One thousand seven
 hundred and twenty Eight came again as well the said Bench as the said Deft. by their attorney at and thereupon
 the said Deft. by his said attorney prays further Leave to Dispute hereunto until the next Court
 and he hath it and the same day is given to the said Bench here also: &c.

All which said next Court to wit the Eighteenth day of March and Dord. One thousand seven
 hundred and twenty Eight came again the aforesaid Francis Allen by his attorney at and prays that the
 said Henry Travis to his declaration in the plea at may answer, whereupon the said Henry hath day
 given to him ^{by the Court here} until the last day of this term to answer &c. and the same Henry at the same day ^{being}
 only failed to answer, someth not, nor the same attorney of the said Henry, says nothing in bar or pre-
 clusion of the action at of the said Francis, by which the same Francis remains against the said Henry thereof
 undefended &c.

Wherefore the said Francis Allen by his damages by Breach of the promise at
 against the said Henry ought to recover, whereupon the said Francis by his said attorney prays that the
 Justice here may assess his damages by Breach of the Non performance of the promise and assumption
 at thereupon the damages of the said Francis is by the Justice according to all of a assembly in such case
 made and provided besides his Costs and Charges by him about his Suit at in that part Expended as before
 to Eighteen hundred and forty pounds of Tobacco.

Therefore it is considered that the said Francis Allen recover against the said Henry Travis his
 damages at to Eighteen hundred and forty pounds of tobacco, by the Justice at in form aforesaid assessed
 as also two hundred and thirty five pounds of tobacco for his Costs and Charges at to the same Francis by the
 Court here of his assent adjudged &c. and the said Deft. in Merit &c.