

And Thomas Denny's not this but the same allegation Confesseth to be true pray Judge for those damages above
Confessed together with his Costs and Charges and to him to be adjudged &c.

Therefore by Consent of the parties and it is Considered that the said Thomas Gray recover ag^t.
He and Richard Phillips his damages and to the said Nine pounds and four pence in form as Confessed as
also Two hundred & Eighty six --- pounds of Tobacco for his Costs and Charges and to the same
Thomas by the Court here and Consent of the parties and adjudged and the said Richard in Mercy &c.

It is John Houston Jun^r } Command was given to the Sheriff of Somerset County that he should take
Dennis Godogan --- } Dennis Godogan Late of Somerset County Bricklayer and Eliz^d his wife late the
Chandler if they should be found in his Bailly writ and them should safe keep so that he might have
their bodies before the Justices of his Lordships County Court of Somerset to be held at Dividing
Creek in the same County the third Tuesday of March then Next to answer unto John Houston
of a plea of Breach of Covenant &c. and that thereof he should not fail &c.

And the said John Houston by Francis Allen his Attorney complains against the said
Dennis Godogan in the plea as followeth VIZ^t

Somerset County s^t. Dennis Godogan Late of Somerset County Bricklayer and Elizabeth
his Wife late Elizabeth Chandler were Sumoned to answer unto John Houston of a plea of
Breach of Covenant &c. And whereupon the said John by Francis Allen his Attorney
saith that whereas he the s^t. John the first Day of May Anno Domini Seventeen hundred & thirty
Two at Somerset County and within the Jurisdiction of this Court had rented the house wherein
he then lived unto the s^t. Elizabeth whilst she was sole as also one Cornfield called the New
Crownfield for that present Craps Use and did further then & there at the same Time sell
unto the s^t. Elizabeth one flax patch and one potatoe patch and all the Dungleill fflowls at
the said House being Twelve as by a certain agreement in Writing which the s^t. John by the s^t.
Elizabeth signed whilst she was sole dated the day & year aforesaid hereinto Court brings more
fully & plainly appears in Consideration whereof the s^t. Elizabeth whilst she was sole did
oblidge herself to pay unto the aforesaid John the Just Sum of Eight hundred pounds of Tobacco
by the s^t. Writing as by the s^t. Writing more fully appears and the s^t. John in fact saith that
the s^t. Elizabeth whilst she was sole hath not paid to the said John the aforesaid Eight hundred
pounds of Tobacco according to the form & Effect of the Writing aforesaid and so the aforesaid John
saith that the s^t. Elizabeth whilst she was sole the Covenant aforesaid for that the s^t. Elizabeth
whilst she was sole had Oblidged her self to pay to the aforesaid John the aforesaid Just Sum of Eight
hundred pounds of Tobacco hath not kept but the same hath broken and the same to him to
keep whilst she was sole hath denyed and the s^t. Dennis & Elizabeth since the Expressals between
them celebrated the same to him to keep still do deny To the Damage of the s^t. John of sixteen
hundred pounds of Tobacco and thereupon he brings Suite &c. Pledges &c. John doe &c. Proe
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