

June Court . . . 1733 . . . 33

promise that he the said James the said four pounds in Cash to the said Robert on the tenth day of December then next ensuing he would well and faithfully pay and Content Nevertheless the said James his promise and assumption aforesaid made nothing regarding but plotting and fraudulently Intending the said Robert in that part Craftily and Subtly to deceive and Defraud him. After therunto Requested the said four pounds in Cash unto the said Robert upon the aforesaid tenth day of December or at any time since hath not Contented or paid but the same to him hitherto to pay or Content hath refused and still doth Refuse and deny whereupon the said Robert saith he is wove and hath damage to the value of Eight pounds Current money of Maryland and thereupon he brings Suite . . .

pledges de J. Jo. Doe
Attor. . .

And the said James Shirley by William Baskinham his attorney Comes and defends the force and injury when he and says Leave therof to Impale here until next Court and he hath it and the same day is given to the said Robert here also &c.

Att which said next Court to wit the Twentieth day of March Anno Domini one thousand seven hundred and thirty two came again as well the aforesaid Robt Watson as the aforesaid James Shirley by their Attorneys aforesaid and thereupon the said James Shirley prays further Leave therof to Impale here until next Court and he hath it and the same day is given to the aforesaid Robt here also &c.

Att which said next Court to wit the Nineteenth day of June Anno Domini one thousand seven hundred and thirty three came again as well the aforesaid Robt Watson as the aforesaid James Shirley by their Attorneys aforesaid and the said James Shirley prays further Leave therof to Impale here until next Court and he hath it and the same day is given to the aforesaid Robt here also &c.

afterwards the same attorney of the said James Relinquisheth his Verification aforesaid by him above alleged, and the same attorney says that he is not informed by the same James his Client of any answer for the same James to the said Robert in the plea aforesaid to be given and nothing else therof says by which the same Robert Remaneth against the said James thereof undefended &c. wherefore the said Robert his damages by Omission of the non performance of the promise and assumption aforesaid against the same James ought to Recover &c. and upon this at the prayer of the same Robert and by his appeal the Justices here according to act of Assembly in such Case made and provided assessed the damages of the same Robert by Omission of the non performance of the promise and assumption aforesaid further than his Costs and Charges by him about his Suit in that part assessed to four pounds Cash &c.

Therefore it is Considered that the said Robert Watson Recover against the said James Shirley his damages aforesaid to the said four pounds Cash by the Justices aforesaid in full aforesaid as also ~~by the Court here adjudged her and to be paid in Money~~

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