

March Court Anno Domini 1701

42

Moses in the plea aforesaid should be allowed them the said Christopher & Company  
 that as well the Damages aforesaid as all Costs which to the said Christopher & Company in this Case  
 be adjudged of his Lands and Chattles should be made and levied towards for the use of the said  
 Christopher & Company that if it should happen that the said Moses the Damages & Costs aforesaid  
 to the said Christopher & Company should not pay or his body into the Custody of the Sheriff by  
 reason thereof tendered to the said Moses by Thomas (last his Attorney) comes & depends  
 the force and Injury when the said Moses since thereof to impaule here until the next Court  
 to be holden at Charles Town on the second Tuesday in March next and he hath stand the  
 same day is given to the same Christopher & Company here the said. At which day to wit the second Tuesday  
 in March aforesaid comes here as well the said Christopher & Company by their attorney aforesaid as the said  
 Moses by his attorney aforesaid and the said Moses by his said Attorney Prays further licence thereof  
 to impaule here until the next Court to be holden at Charles Town on the second Tuesday in  
 June next and he hath stand the same day is given to the same Christopher & Company here the said. At which  
 day to wit the second Tuesday in June aforesaid comes as well the said Christopher & Company by their attorney  
 aforesaid as the said Moses by his attorney aforesaid and the said Moses by his said Attorney Prays further licence  
 thereof to impaule here until the next Court to be holden at Charles Town on the second Tuesday in  
 August next and he hath stand the same day is given to the same Christopher & Company here the said.  
 At which day to wit the second Tuesday in August aforesaid comes as well the said Christopher & Company by their attorney  
 aforesaid as the said Moses by his attorney aforesaid and the said Moses by his said Attorney Prays further licence  
 thereof to impaule here until the next Court to be holden at Charles Town on the second Tuesday in  
 November next and he hath stand the same day is given to the same Christopher & Company here the said.  
 At which day to wit the second Tuesday in November aforesaid comes as well the said Christopher & Company by their  
 attorney aforesaid as the said Moses by his attorney aforesaid and the said Moses by his said Attorney Prays further licence  
 thereof to impaule here until the next Court to be holden at Charles Town on the second Tuesday in March  
 next and he hath stand the same day is given to the same Christopher & Company here the said.  
 And now here at this day to wit the second Tuesday in March aforesaid comes as well the said Moses as the  
 Christopher & Company by their attorney aforesaid and the said Christopher & Company by their said Attorney Prays  
 that the said Moses to their Declaration aforesaid against him may answer and the said Moses by his attorney  
 aforesaid comes and depends the force and Injury when the said Moses with that he cannot deny the action aforesaid from  
 the said Christopher & Company nor but that he did assume upon himself in manner and form as the said Christopher &  
 Company against him have complained nor also but that the said Christopher & Company has sustained  
 Damages by means of not performing the Promises and Assumptions aforesaid to Six Hundred four  
 and one half Pound of Tobacco as the said Christopher & Company above in declaring supposed  
 Whereupon the said Christopher & Company by their attorney aforesaid prays Judgment and the  
 Damages so acknowledged together with their Costs and Charges by him about their suit in this  
 Court and Expended to them to be adjudged. Therefore it is considered by the Court here that the said  
 Company do recover against the said Moses their Damages aforesaid to Six Hundred four Pound and one  
 Pound of Tobacco above acknowledged as also the sum of Two Hundred Seventy Two and one half pound  
 of Tobacco for his Costs and Charges by him about his suit in this Court laid out and Expended or  
 Definitively Assent by the Court here adjudged and the said Moses in Theory the said.

Definitively Assent by the Court here adjudged and the said Moses in Theory the said.