

Stone his Attorney as also the Said William Philmore by Cleborn Lomax his Attorney and the Said Thomas Taney prayeth that the Said William Philmore to his Declaration aforesaid may Answer etc.

And the Said William Phillmore by Cleborne Lomax his Attorney Cometh and defendeth the force and Injury when etc. and Saith that the Said William Philmore doth not owe the Said Sume of twelve hundred thirty three pounds of tobaccoe in manner and forme as the plantiffe in his Declaration aforesaid against him doth Declare and of this he puts himselfe upon the Court. Cleborn Lomax

And the plantiffe also. William Stone.

Whereupon the truth of the matter in Controversie between the parties aforesaid by the Court here being Seen heard Understood and Maturely deliberated it is thereupon Considered that the Said Thomas Taney Executor aforesaid Recover agains the Said William Phillmore As well the Sume of twelve hundred thirty and three pounds of tobaccoe the Debt aforesaid as alsoe the Sume of two hundred thirty Six pounds of tobaccoe his Damages by Occation of deteyneing of the Said Debt to the Said Thomas Taney Executor aforesaid of his Assent by the Court here Adjudged etc. And the Said William Philmore in mercy etc.

Henry Thompson plantiffe: Michaell Ashford Defendant.

Michaell Ashford late [of] Prince Georges County Carpenter was Attached to Answer unto Henry Thompson of a plea of trespass upon the Case.

And whereupon the Said Henry by William Stone his Attorney Complayneth that whereas the [Said] Michaell the 8th day of March in the yeare of our Lord 1691 [1692] Att Charles Towne within the Jurisdiction of this Court was Indebted unto the Said Henry in the Sume of five hundred and five pounds of tobaccoe being Soe much tobaccoe paid one Mr. Phillip Lynes of Charles County gentleman att the Request of the Said Michaell and the Said Michaell Inconsideration thereof [122] Did Assume upon himselfe and to the Said Henry then and there faithfully promise that he the Said Michaell the Said Sume of 505 pounds of tobaccoe to the Said Henry when he Should be thereunto Requested would well and truly Content and pay Nevertheless the Said Michaell his promise and Assumption aforesaid not at all Regarding but minding and Fraudulently Intending him the Said Henry in this behalfe Craftily and Subtily to deceive and defraud the Said Sume of 505 lbs. of tobaccoe to the Said Henry hath not paid Although the Said Michaell Afterwards the day and place aforesaid to doe the Same by the Said Henery was often thereunto Requested but hath hitherto refused and Still doth refuse to the Damage of the Said Henry of 1000 lbs. of tobaccoe and thereof he bringeth his Suite etc.

William Stone. Pledges etc. John Doe, Richard Roe.

And the Said Michaell Ashford in his proper person Cometh and defendeth the force and Injury when etc. and Craveth Lycence thereof to Imparle here untill the next Court and it is granted unto him the Same day is given to the plantiffe Likewise.

Att which Said next Court to witt the 26th day of January 1696 [1697] Came the Said Henry Thompson by his Attorney aforesaid but the Said Michaell Ashford Either by himselfe or Attorney Although Sollemly Called Came not but made default by which the Said Henry Thompson Remaineth against the Said Michaell Ashford thereof undefended etc.

Therefor it is Considered that the Said Henry Thompson Recover against the Said Michaell Ashford as well the Sume of five hundred and five pounds of