thereunto Requested but the Same to pay hath Denyed and Still doth denye to the Damage of the Said Edward of 2400 lbs. of tobaccoe and thereof he brings this Suite etc.

Pledges etc. John Doe, Richard Roe. John Meriton for the plantiffe.

The plantife by his Attorny haveing Issued out a writt against the Defendant which Said writt was by the Sheriffe Returned that the Said Defendant was not to be found in his balywick and likewise have Caused a Coppy of the Decleration to be left at the house w[h]ere the defendant last Lived in this County It is Likewise testified here in Court on part of the Said Edward Brock that the Said Richard Edwards have Elloined himselfe out of the Jurisdiction of this Court Whereupon the Said Edward Brock prayeth by John Meriton his Attorny an Attachment against the goods Chattles and Creditts of the Said Richard Edwards as well for the Sume of twelve hundred pounds of tobaccoe his Debt for Damages aforesaid as alsoe for the Sume of four hundred and twelve pounds of tobaccoe his Costs and Charges in this behalfe laid out and Expended and by the Court here it is granted unto him etc.

Thomas Emms and Company plantiffe: Owen Shulanan Defendant

Prince Georges County Court Ss. Owen Shulanan late of Prince Georges County planter was Attached to Answer unto Thomas Emms and Company of a

plea of trespass upon the Case etc.

And whereupon the Said Thomas Emms and Company by John Meriton their Attorney Complayneth that whereas the Said Owen Inconsideration the Said Thomas and Company had Sould and Delivered unto the Said Owen September the 18th 1696 Severall goods wares and Merchandizes at Sundry Rates and prizes in tobaccoe a pertickeler [account] of all which is here in Court produced amounting in the whole to the Sume of two thowsand and forty three pounds of tobaccoe as is therein Inclosed the Said Owen did Assume upon himselfe and to the Said Thomas and Company then and there faithfully promise to pay and Sattisfie unto the Said Thomas and Company the Said Sume of 2043 lbs. of tobaccoe and the Said Thomas and Company in fact Says that the Said Owen had and Received the Said goods wares and Marchandizes etc. and did Assume and promise as aforesaid and Notwithstanding the Said Owen did Afterwards pay unto the Said Thomas and Company the Sume of 1898 pounds of tobaccoe for which Creditt is given to the Account here inclosed but as to the remaining Sume Amounting to one hundred forty five pounds of tobaccoe the Said Owen his promis [167] Assumtion Soe as aforesaid made Little Regarding but deviseing and Fraudulently Intending them the Said Thomas and Company the Said Owen the Said Sume of 145 lbs. of tobaccoe hath not paid nor any part thereof but the Same doth Altogether Refuse to pay to the Damage of the plantiffs 290 lbs. of tobaccoe and thereupon they bring their Suite etc.

Pledges etc. John Doe, Richard Roe. John Meriton.