

And hath not procecuted his Said writt etc. Therefore he and his pledges of procecuteing bee in mercy etc. and the Said Coartny Crotoffe goe thereof without day etc. It is Likewise [240] Considered that the Said Cortny Crotoffe Recover against the Said Richard Edwards his Damages by Occation of the premises to two hundred Sixty five pounds of tobaccoe to the Said Cortny Crotoffe by the discretion of the Justices here at his Request for his Costs and Charges in this behalfe Sustained According to the forme of the Stattute etc. by the Court here Adjudged etc.

John Marsh and Company plantiffe: Timothy Mehone Defendant

Prince Georges County Ss. Timothy Mehone late of Prince Georges County otherwise Called Timothy Mehone of Calvert County in the province of Maryland planter was Sumoned to Answer unto John Marsh and Company Merchants in London of a plea that he Render unto them the full and Just Sume of four hundred and four pounds of good Sound Merchantable Leafe tobaccoe and Caske Cleare of all trash and ground Leaves which to him he oweth and unjustly Deteyneth etc.

And Whereupon the Said John and Company by William Stone his Attorney Saith that the Said Timothy the 29th day of June in the yeare of our Lord 1695 Att Charles Towne within the Jurisdiction of this Court by his Certaine bill Obligatory which the Said John and Company with the Seale of the Said Timothy Signed bringeth here into Court the date whereof is the day and yeare aforesaid Acknowledged himselfe to be bound unto the Said John and Company in the full and Just Sume of four hundred and four pounds of good Sound Marchantable Leafe tobaccoe and Caske Clear of trash and ground Leaves to be paid unto the Said John and Company at Some Convenient Landing in the Said County att or upon the tenth day of October next Ensueing the date of the Said bill to the which payment well and truly to be made the Said Timothy bound himselfe Firmly by the Said bill Nevertheless the Said Timothy the Said Sume of 404 lbs. of tobaccoe and Caske Although often Required the Same to the Said John and Company hath not paid but hath hitherto denyed and Still doth denye to the Damage of the Said John and Company of 800 lbs. of tobaccoe and thereupon they bringeth this Suite etc.

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

And the Said Timothy Mehony in his proper person Cometh and Defendeth the force and Injury when etc. And prayeth Leave thereof to Imparle here untill the next Court and it is granted unto him the Same day is given to the plantiffe alsoe etc. Att which Said next Court (to witt) the 28th day of September Annoque Domini 1697 here Came the Said John Marsh and Company by their Attorney aforesaid and prayeth that the Said Timothy Mehony to their Decleration aforesaid may Answer etc. But the Said Timothy Mehony Eit[h]er by himselfe or Attorney Although Solemly Called Came not but made Default etc.

Therefore it is Considered that the Said John Marsh and Company Recover against the Said Timothy Mehony the Sume of four hundred and four pounds of tobaccoe their Debt aforesaid and their Damages by Occation of Deteyning of the Said Debt two hundred twenty four pounds of tobaccoe to the Said John Marsh and Company at their Request by the Court here Adjudged etc. and the Said Timothy Mehony in mercy etc.

Then Did the Court Adjourne for two howers.