

Present. Mr. Thomas Hollyday, Mr. William Barton, Mr. John Wighte, Mr. Robert Wade, Mr. Thomas Sprigg, Commissionsers.

[241] Nicholas Sporne plantiffe: Thomas Orton Defendant.

Prince George [County] Ss. Thomas Orton Late of Prince Georges County Sadler was Attached to Answer unto Nicholas Sporne of a plea of trespass upon the Case etc.

And whereupon the Said Nicholas by John Meriton his Attorney Complayneth that whereas upon the twentieth day of October in the yeare of our Lord 1696 at Prince Georges County within the Jurisdiction of this Court there had been divers Accounts between the Said Nicholas Sporne and the Said Thomas as well for a horse Sold to the Said Thomas by the Said Nicholas as Severall Expences for Accomedations at the house of the Said Nicholas laid out and Expended by him the Said Thomas and which had been delivered to him the Said Thomas at his Instance and Request by the Said Nicholas and his Servants the Said Nicholas then keeping a public Inn or hostry by Lawfull Lycence And thereupon the Said Nicholas and the Said Thomas Att Prince Georges County aforesaid did Account together of the Severall Accounts aforesaid and there was then that is to Say upon the 20th day of October aforesaid: due to the Said Nicholas upon Stateing the Accounts aforesaid the Sume of two thowsand five hundred pounds of tobaccoe whereupon the Said Thomas upon the 20th day of October aforesaid delivered to the Said Nicholas a Certaine Noate Subscribed with the proper hand of the Said Thomas wherein hee did Requier one Capt. Richard Brightwell to pay to the Said Nicholas Sporne or order the full and Just Sume of 2500 lbs. of tobaccoe and Caske And Inconsideration of the premises the Said Thomas upon himselfe Assumed And to the Said Nicholas hee faithfully promised that in Case the Said Richard Brightwell did not Accept the Said Note nor made payment of the Summe of tobaccoe therein mentioned and Required to be paid that then the Said Thomas would well and truly pay the Same to him the Said Nicholas when he Should be thereunto Required and the Said Nicholas in fact Saith that afterwards that is to Say the tenth day of November 1696 he did Offer the Said Note Subscribed by the Said Thomas as aforesaid to the Said Richard Brightwell for his Acceptance And did Requier payment thereof According to the tennor and Effect of the Same Note but the Said Brightwell did utterly deny and Refuse to Accept or make payment thereof whereupon the Said Nicholas gave Notice thereof to the Said Thomas and that the Said Brightwell had not Accepted or paid the Same Nevertheless the Said Thomas his promise and Assumption Soe as aforesaid made not minding or Regarding but plotting and Contriveing him the Said Nicholas in this behalfe Craftily to Defraud and deceive the aforesaid Sume of 2500 lbs. of tobaccoe unto him the Said Nicholas According to his promise and Assumption aforesaid he hath not paid Altho to doe and performe the Same the 20th day of Aprill 1697 And at divers dayes Afterwards at Prince Georges County aforesaid he was thereunto Required but the Same to him the Said Nicholas to pay he doth denye to the Damage of the Said Nicholas 5000 lbs. of tobaccoe and thereupon brings this Suite.

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

And whereas the Sheriffe haveing delivered to the Defendant a Copp[y] of the above Decleration at the time of Serving the writt which was Eight dayes before this Court. Whereupon the Said Nicholas Sporne by his Attorney afore-