

the Same to Pay hath denied and Still doth denye to the Damage of the plantiffe 3000 lbs. of Tobacco and thereupon he Brings his Suite.

Pledges to prosecute. John Doe, Richard Roe. Meriton for the Plantiffe.

lbs. tobacco	Contra Creditor	lbs. tobacco
Herring Towne March the 26. 1695 Robert Edmondson his account is Debtor.	By two Hides Received Valued by a tanner at most 3d . . . .	060
To a horse Lock and 2 Tobacco boxis . . . . .	By Ballance Due to this account this 1st day of February 1695/6 one Thousand Eight Hundred twenty and five pounds of Tobacco . . . . .	1825
To 9 Ells of browne ozenbriggs, 20 lbs. . . . .	Errors Excepted per me . . . . .	1885
To 3 yards 1/2 blew cloth at 40 . . . . .	Thomas Tench.	
To 2 yards Cullored Linen and 2 yds 1/4 whitedd linen . . . .		
To 6 doz. Coat Buttons . . . . .		
To Cash paid him per agree- ment to have . . . . .		
To a pair of Shoes and a pair pumps . . . . .		
To Francis Griggs his Note on him accepted for which Sume gave John Willson Credit ..		800
To a bottle of rume at . . . . .		025
		1885

October the 9th 1696.

Then did Thomas Tench Esq. depose upon his oath that the above account of Debtor and Creditor as it is above Stated is a Just and true accompt and that the Ballance thereof is Due to him.

Kenelm Cheseldyn

[359] Whereupon the Said Archibald Edmundson by Cleborne Lomax his attorney comes and defends the force and Injury when etc. and Prayeth Lycence thereof to imparle here until the next Court and it is Granted unto him; the Same Day is given to the Plantive likewise.

And now here att this Day (to witt) the 22d day of November came as well the Said Thomas Tench as the Said Archibald Edmundson by their attorneyes aforesaid and the Said Thomas Tench Prayeth that the Said Archibald Edmundson to his Declaration aforesaid may answer.

And the Said Archibald Edmundson by Cleborne Lomax his attorney cometh and defendeth the Force and Injury when etc. and Saith that the Plaintiff his action against him ought not to have for that he Saith that there is Severall Debts Due by Speaciallytyes and other obligations of a higher Nature then the Defendant in his Declara[tion] mentioned which by Law ought to be Paid before the Said Defendant which he is ready to averr here in Court and Prayeth Judgment etc. Cleborne Lomax pro Deffendant

And the Plantive allso. Meriton.

And the Said Plaintiff by John Meryton his Attorney for Plea Saith that there is not Debts of an Hyher nature and thereof he Creaves Judgement of this Court. Meriton.

Therefore it is Considered that the Said Thomas Tench doe recover against the Said Archibald Edmundson the Debt aforesaid and his Damages by occation