

aforesaid was thereunto requested but the Said Robert the Same to Pay to the Said James or to any other Person for his use hath hitherto refused and Still doth refuse to the Damage of the Said James of fifeteen Hundred pounds of Tobacco and thereof he brings his Suite etc.

John Doe, Richard Roe. Pledges etc. Joshua Cecell.

The Plaintiff by Joshua Cecell his Attorney haveing caused a Coppy of the Declaration to be Delivered to the Defendant att the time of Serving the Said writt upon the Said Defendant which was Eight dayes before this Court whereupon the Said Plaintiff prayeth that the Said defendant to his Declaration aforesaid may answer according to an act of assembly in that case made and Provided. [373] Whereupon the Said Robert Anderson in his Proper Person cometh and Defendeth the Force and Injury when etc. and Saith that he cannot gainesay the action of the Said James nor but Seven Hundred and Seventy pounds of Tobacco is Due and oweing to the Said James Rounds in manner and forme as the Said James Rounds against him hath declared therefore it is Considered that the Said James Rounds recover against the Said Robert Anderson the Sume of Seven hundred and Seventy pounds of Tobacco his Debt aforesaid and his damages by occation of deteineing the Said Debt to two hundred and Sixty pounds of Tobacco to the Said James Rounds of his assent by the Court here adjudged and the Said Robert Anderson in Mercy.

Joseph Jackson and Company Plaintiff: Robert Anderson Deffendant

Robert Anderson Late of Prince Georges County Planter was Atteached to answer unto Joseph Jackson and Company of London Merchants of a Plea of tresspass upon the Case etc.

And whereupon the Said Joseph and Company by Joshua Cecell their Attorney Compleineth that whereas the Said Robert the thirtieth day of October in the year of our Lord 1697 att Charles Towne within the Jurisdiction of this Court Stood indebted unto them the Said Joseph and Company in the Sume of three Hundred and Six pounds of Tobacco being for Severall goods wares and merchandizes by David Small Factor of the Said Joseph and Company sold and Delivered to the Said Robert as by a Peticular account thereof here read in Court to be produced relation being thereunto had may more Att Large appear and the Said Robert to the Said Joseph and Company in manner afforesaid being indebted in Consideration thereof did assume upon himselfe and to the Said Joseph and Company then and there Faithfully promise that he the Said Robert the Said Sume of three Hundred and Six pounds of Tobacco to them the Said Joseph and Company when he Should be thereunto requested would well and truely Content and pay Nevertheless the Said Robert his promise and assumption so as afforesaid made little regarding but mindeing and fraudulently intending them the Said Joseph and Company in this behalfe Crafftily and Subtilly to deceive and defraud the Said Sume of three hundred and Six pounds of Tobacco or any Part thereof to them the Said Joseph and Company or any other person or persons for their use hath not Paid allthough the Said Robert to doe the Same by David Small Factor of the Said Joseph and Company afterwards the Day and place aforesaid was thereunto requested but the Said Robert the Same to pay to them the Said Joseph and Company hath hitherto refused and Still doth refuse to the Damage of them the Said Joseph and Company of Six hundred pounds of Tobacco and thereof they bring their Suite etc.