

date of the Said Bill obligatory upon his the Said Thomas then Dwelling plantation to which payment well and truly to be paid the Said Thomas did binde himselfe his heires Executors Administrators or assignes firmly by these presents Notwithstanding which the Said Thomas the Said Sume of 1163 pounds of Tobacco according to the tenor of the Said bill obligatory although often required hath not rendered but the Same to Pay to the Said Joseph and Company hath hitherto denied and Still doth denye to the Damage of them the Said Joseph and Company of 2000 lbs. of Tobacco and thereof they bring this Suite etc.

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

The Plantiffes by their Attorney afforesaid haveing Ishued 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 baylewick and likewise have Caused a Coppy of the Declaration to be left at the house where the Defendant last Lived in this County it is likewise testified that the Said defendant hath alianed him Self out of the Jurisdiction of this Court whereupon the Said Joseph Jacson and Company by their Attorney afforesaid Prayeth an attechment against the goods Chattles and Creditts of the Said Thomas Vaughun for the Said Sume of one thousand one hundred Sixty and three pounds of Tobacco aforesaid as also the Sume of four hundred forty and one pounds of Tobacco their Cost and Charges in this behalfe Laid out and Expended and by the Court it is Granted unto him.

Jackson and Company Plaintiff: Thomas Vaughun Defendant

Thomas Vaughun 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 Thomas the 3d day of November at Charles Towne within the Jurisdiction of this Court in the year of our Lord 1698 Stood Indebted unto the Said Joseph and Company in the Sume of one thousand five Hundred thirty and one pounds of Tobacco being for Severall goods Wares and Merchandizes Sold and Delivered the Said Thomas by David Small Factor of the Said Joseph and Company as per a perticular account thereof here in Court produced relation being thereunto had may more att Large appear and the Said Thomas to the Said Joseph and Company in manner afforesaid being indebted in Consideration thereof did assume upon himself and to the Said Joseph and Company then and there faithfully promise that he the Said Thomas them the Said Joseph and Company the Said Sume of 1531 lbs. of Tobacco when he Should be afterwards thereunto requested would well and truly Content and Pay Nevertheless the Said Thomas his promise and assumption soe as afforesaid made little regarding but mindeing and Fraudulently intending them the Said Joseph and Company in this behalfe Crafftily and Subtily to deceive and Defraud the Said Sume of 1531 pounds of Tobacco or any Part thereof to them the Said Joseph and Company by David Small the Factor of the Said Joseph and Company afterwards the Day and place afforesaid was often thereunto requested but the Same to pay to them the Said Joseph and Company hath hitherto denied and Still doth denye to the Damage of them the Said Joseph and Company of 3000 lbs. of Tobacco and thereof they bring this Suite etc.