

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

The Plantives by their attorney afforesaid haveing Ishued out a writt against the Defendant which Said writt was by the Sheriff returned that the Deffendant was not to bee found in his Bailewick and likewise have caused a Coppy of the Declaration to be left att the house where the Defendant Last Lived in this County it is Likewise testified that the Said Defendant hath allianed himselfe out of the Jurisdiction of this Court whereupon the Said Joseph Jackson and Company by their Attorney afforesaid prayeth an Atteachment against the Goods Chattles and Credditts of the Said Thomas Vaughun for the Said Sume of one thousand five Hundred thirty one pounds of Tobacco aforesaid as allso the Sume of four hundred forty and one pounds of Tobacco the Cost and Charges in this behalfe Layd out and Expended and by the Court it is Granted unto him.

[378]¹ Treacys Administrator Plaintiff: Thomas Vaughun Defendant

Thomas Vaughun Late of Prince Georges County Planter was Atteached to answer unto David Small Administrator of all and Singular the goods Chattles and Credditts which ware of Charles Treacy att the time of his discease of a plea of Tresspass upon the Case etc.

And whereupon the Said David by Joshua Cecell his Attorney compleineth that whereas the Said Thomas in the Life time of the Said Charles that is to Say the 7th day of Aprill in the year of our Lord 1698 att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said Charles upon the ballance of accounts for ordinary Accomadations the Sume of two Thousand and forty Six pounds of Tobacco as by a Peticular account thereof here in Court produced relation being thereunto had may more at Large appear and the Said Thomas to the Said Charles in manner afforesaid being indebted in Consideration thereof did assume upon himself and to the Said Charles then and there faithfully promise that he the Said Thomas the Said Sume of 2046 pounds of Tobacco unto the Said Charles when he Should be afterwards thereunto requested would well and truely Content and pay Nevertheless the Said Thomas his promise and assumption soe as aforesaid made little regarding but mindeing and fraudulently intending him the Said Charles in his Life time in this behalfe Craftily and Subtily to deceive and Defraud the Said Sume of 2046 lbs. of Tobacco or any part thereof to the Said Charles in his life time or to the Said David Since the Death of the Said Charles to whom administration of all and Singular the Goods Chattles and Credditts which ware of the Said Charles at the time of his Death after his Death was leagally Committed hath not paid allthough the Said Thomas to doe the Same by the Said Charles in his Life time afterwards the Day and place aforesaid and by the Said David Since the Death of the Said Charles to witt the 10th day of August 1698 at Charles Towne afforesaid was often thereunto requested but the Same to pay to the Said Charles in his Life time or to the Said David Since the Death of the Said Charles hath denyed and Still doth denye to the Damage of the Said David of 4000 lbs. of Tobacco and thereof he brings this Suite etc.

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And the Said David brings into Court the Letters of Administration etc. That it May the Pleiner appear etc.

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¹ There are no pages numbered "376" or "377."