

Originall writt aforesaid by which the Said Nicholas Sporne remaineth against the Said John Davis without Defence.

Therefore it is Considered that the Said Nicholas Sporne recover against the Said John Davis The Sume of Eleven hundred and Six pounds of Tobacco his Debt aforesaid and his Dammages by occation of deteineing the Said Debt to two hundred Sixty and four pounds of Tobacco To the Said Nicholas Sporne of his assent by the Court here adjudged and the Said John Davis in mercy.

Christopher Thompson Plaintiff: Edmund Neale Defendant

Edmund Neal Late of Prince Georges County Planter was attached to answer unto Christopher Thompson of a Plea of Tresspas upon the Case etc.

And whereupon the Said Christopher by Joshua Cecell his Attorney Compleineth that wheras the Said Edmund the 10th day of November 1697 att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said Christopher in the Sume of five hundred pounds of Tobacco being for fifty Gallons of Syder before and at that time att the price of tenn pounds of Tobacco for Each Gallon by the Said Christopher Sold and Delivered to the Said Edmund as by a Peticular account thereof here unto annexed relation being thereunto had may more att Large appear, And the Said Edmund to the Said Christopher in manner aforesaid being indebted inconsideration thereof did assume upon himselfe and to the Said Christopher then and there Faithfully promise that hee the Said Edmund the Said Sume of five Hundred pounds of Tobacco unto the Said Christopher when he Should by the Said Christopher afterwards thereunto [be] requested would well and truly Content and pay Nevertheless the Said Edmund his promise and assumption aforesaid not att all regarding but mindeing and fraudulently intending him the Said Christopher in that behalfe Craftily and Subtilly to deceive and defraud the Said Sume of 500 pounds of Tobacco or any part thereof to the Said Christopher hath not Paid although the Said Edmund to doe the Same by the by the Said Christopher afterwards the Day and Place aforesaid was often thereunto requested but the Same to pay to the Said Christopher hath hitherto denyed and Still doth denye to the Damage of the Said Christopher of one Thousand pounds of Tobacco and thereof he brings this Suite etc.

Joshua Cecell for the plaintiff. Pledges etc. John Doe, Richard Roe.

The Plaintiff by Joshua Cecell his Attorney haveing Ishued out a writt against the Defendant which Said writt was by the Sheriff returned that the Defendant was not to be found in his Bailewick and Likewise have Caused a Cobby of the Declaration to be Left att the house where the Defendant Last Lived, it is Likewise Testified that the Said Defendant hath alianed himselfe out of the Jurisdicions of this Court whreupon the Said Christopher Thompson by his attorney aforesaid prayeth an atachment, against the Goods Chattles and Credditts of Edmund Neale for the Said Sume of five hundred pounds of Tobacco afore said as allso the Summ of four hundred and two pounds of Tobacco his Cost and Charges in this behalfe Layd out and Expended and additionall Cost fifty too pounds of Tobacco and by the Court it is Granted unto him.

To 50 Gallons of Syder Sold and Delivered att Severall times att 10 lbs. lbs. Tobacco
Tobacco per Gallon 500

The above Said account should have been putt imeadiately aftar Thompsons Declaration.