

Gainesay the Debt aforesaid nor but that hee oweth the Said Jacob Moorland and Company the Said Sume of one Thousand four Hundred ninety and five pounds of Tobacco in manner and forme aforesaid etc.

Therefore it is Considered that the Said Jacob Moorland and Company recover against the Said Isaac Williams the Sume of fourteen hundred Ninety five pounds of Tobacco his Debts aforesaid and his Damages by Occation of deteineing the Said Debt to           pounds of Tobacco of their assent by the Court here adjudged and the Said Isaac Williams in mercy.

James Brooke Plantiffe: Murphey Ward Defendant

James Brooke by William Stone his attorney came here into Court and leaves here his plaint against Murphey Ward of a Plea of tresspass upon the Case etc. Therefore it is commanded the Sheriff that he take him etc. if etc. So that he have him etc. att the next Court to be held here the 4th Tuesday in March 1699 att which day the Sheriff returneth that hee hath taken the body of the Said Murphey Ward.

And because the Sheriff hath not here the Body of the Said Murphey Ward therefore the Said Sheriffe in Misrecordia etc.

John Deavor Plaintiff: John Hackett Defendant [*incomplete entry*]

[415] David Small Plaintiff: John Cash Defendant

John Cash Late of Prince Georges County was atteached to answer unto David Small of a Plea of Tresspass upon the Case etc.

And whereupon the Said David by Joshua Cecell his attorney Compleineth that whereas the Said John Case the 25th day of January in the year of our Lord 1697 [1698] att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said David in the Sume of Nine Hundred and forty Six pounds of Tobacco being So much Tobacco hee the Said John Cash did promise to pay to the Said David upon the account of John Meryton as by a noate Subscribed with the proper mark of the Said John Cash and here ready in Court to be produced relation being thereunto had may more att Large appear and the Said John to the Said David in manner aforesaid being indebted in Consideration thereof the Said John Cash did assume upon himselfe and to the Said David then and there faithfully promise that he the Said John Cash the Said Sume of 946 lbs. of Tobacco when hee Should bee afterwards thereunto requested unto the Said David would well and truely content and pay Nevertheless the Said John Cash his promise and assumption aforesaid not regarding but mindeing and fraudulently intending him the Said David in this behalfe Craftily and Subtily to deceive and defraud the Said Sume of 946 lbs. of Tobacco or any part thereof to the Said David hath not Paid, although the Said John Case to pay the Same by the Said David afterwards the Day and place aforesaid and att Severall other dayes and times Since was often thereunto Requested but the Said John Case the Same to pay to the Said David hath hitherto denied and Still doth denye to the Damage of the Said David of 1500 lbs. of tobacco and thereof hee bringeth this Suite etc.

Pledges to prosecute John Doe, Richard Roe Joshua Cecell

The Defendant is his proper Person came into Court and Saith that he cannot Gainesay the Debt aforesaid, nor but that hee oweth the nine hundred forty Six pounds of Tobacco in manner and forme aforesaid etc.

Therefore it is Considered that the Said David Small recover against the Said John Cash the Sume of nine hundred forty six pounds of Tobacco his Debt afore-