

to his promise and assumption aforesaid but the Said John the Said Sume of 850 pounds of Tobacco Either to the Said Nathan Smith upon the account of the Said Charles or to the Said Charles or any Part thereof to Either of them hath not Paid nor given any Sattisfaction for the Same although the Said John afterwards the Day and place aforesaid and att Severall other dayes and times Since Either to discharge Clear and acquitt of and from the bookes of the Said Nathan Smith upon the account of the Said Charles the Said Sume of 850 lbs. of Tobacco or to pay the Same to the Said Charles by the Said Charles was often thereunto requested but the Said John Either to discharge Clear and acquitt of and from the bookes of the Said Nathan Smith upon the account of the Said Charles the Said Sume of 850 lbs. of Tobacco or to pay the Same to the Said Charles hath hitherto denyed and Still doth denye to the Damage of the Said Charles of 1600 lbs. of Tobacco and thereupon he brings this Suite etc.

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

And the Said John by William Stone his attorney comes and Defends the Force and Injury when etc. and prayeth Leave to Imparle here untill the next Court and it is Granted unto him the Same day is given to the Plaintiff Likewise.

Att which day (to witt) the 22d day of August annoque Domini 1699 came as well the Said Charles Wallker by his attorney aforesaid as the Said John Chapman by William Stone his attorney aforesaid and the Plantife prayeth that the Defendant to his Declaration may answer.

And the Said John Chapman by William Stone his attorney comes and defends the force and Injury when etc. and Saith that he did not assume in manner and forme and therefore for good and Ill putts himself upon the Court. William Stone.

And the Plaintiff also. Joshua Cecell.

Whereupon the Court haveing read and Fully understood the allegation of the Parties on both sides and the witnesses on both Sides being Fully heard by the assent of the Parties aforesaid etc. Therefore it is Considered by the Court that the aforesaid Charles Wallker Plaintiff doe recover against the Said John Chapman Defendant as well the Sume of Eight hundred and fifty pounds of Tobacco his Debt aforesaid as also the Sume of two hundred Sixty Eight pounds of Tobacco Costs of Suite to the Said Plantiffe of his assent by the Court here adjudged and the Said John Chapman Defendant be in mercy.

[450] Nicholas Sporne Plaintiff: John Bennett Defendant

John Bennett Jr. Late of Prince Georges County Cooper was attached to answer unto Nicholas Sporne of a plea of Tresspass upon the Case etc.

And whereupon the Said Nicholas by Joshua Cecell his Attorney Compleineth that whereas the Said John the 20th day of June in the year of our Lord 1697 att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said Nicholas in the Sume of three hundred and three pounds of Tobacco being for Severall Licquors Ordinary accomadations by the Said Nicholas Sold and Delivered to the Said John as by a Peticular account thereof hereunto annexed Relation being thereunto had may more att Large appear and the Said John to the Said Nicholas in Manner aforesaid being indebted inconsideration thereof the Said John did assume upon himselfe and to the Said Nicholas then and there Faithfully promise that he the Said John the Said Sume of 303 pounds of Tobacco when he Should afterwards thereunto requested unto the Said Nicholas would well and truely Content and pay, nevertheless the Said John his promise and assumption Soe as aforesaid made little regarding but mindeing