

And whereupon the Said Edward by Joshua Cecell his Attorney Compleineth that whereas the Said Thomas the Second day of May in the year of our Lord 1697 att Charles Towne within the Jurisdiction of this Court was indebted unto the Said Edward in the Summe of Six hundred pounds of Tobacco being Soe much Tobacco due to the Said Edward for Surveyeing and Laying out of a certaine parcell of Land for him the Said Thomas And the Said Thomas to the Said Edward in manner aforesaid being indebted in Consideration thereof did assume upon himsef and to the Said Edward then and there faithfully promise that he the Said Thomas the Said Summe of 600 pounds of Tobacco when he Should be thereunto requested unto the Said Edward would well and truly 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 Edward in this behalfe Craftily and Subtily to deceive and defraud the Said Summe of 600 pounds of Tobacco unto the Said Edward hath not Paid although the Said Thomas to doe the Same by the Said Edward afterwards the Day and place aforesaid was often thereunto requested but the Same to pay to the Said Edward hath hitherto denied and Still doth denye to the Damage of the Said Edward of 1000 lbs. of Tobacco and thereof he brings this Suite.

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

And the Said Thomas Stafford by William Stone his Attorney cometh and defendeth the force and Injury when etc. and prayeth Lycence to imparle here untill the next Court Comeing and itt is Granted unto him the Same day is given to Edward Battson Plantife Likewise.

And now here att this day to witt the 26th day of September Annoque Domini 1699 here came as well the Said Edward Battson Plantiffe by Joshua Cecell his attorney also the Said Thomas Stafford Defendant by his attorney aforesaid and the Said Edward Battson by his Attorney aforesaid prayeth that the Said Thomas Stafford to his Declaration aforesaid may answer, And the Said Thomas Stafford by William Stone his attorney comes and defends the force and injury when etc. and Saith that the Said Edward his action aforesaid against him ought not to have because he Saith he is barrd by a certaine act of assembly of this province intiteld an act for Limitation of actions for avoydeing all Suites of Law as by the Said act relation thereunto being had may appear and putts himselfe upon the Court by Consent etc. William Stone.

And the Plantiffe also. Joshua Cecell.

Therefore tis Considered by the Court that the Said Edward Battson take nothing by his Said writt but be in mercy for his falce Clammor and lett the names of the pledges be Sought for and the Said Thomas Stafford Defendant goe thereof without day etc.

It is Likewise Considered that the Said Thomas Stafford Defendant doe recover against the Said Edward Battson Plantiffe the Summe of three hundred and five pounds of Tobacco [480] his Damages by occation of the Premisses by the Discretion of the Justices here to the Said Thomas Stafford for his Costs and Charges by him in this part Sustained according to the Forme of the Statute etc. by the Court here adjudged. etc.

Barkers Administrator Plaintiff: Treacys administrator Defendant

David Small Late of Prince Georges County Gentleman Administrator of all and Singular the Goods Chattles and Creditts of Charles Treacy Deceased was Attached to answar unto Jacob Mooreland administrator of all and Singular the