

Force and Injury when etc. And alleadged that he has paid Part of the Said Debt for prooffe of which he produced a note or order to pay William Jones or order the Sume of Nine hundred pounds of Tobacco Which Said Note or order was paid as by Receipt appears but as for the two thousand one hundred pounds of Tobacco remainder of the abovesaid Noate accepted he Cannot Gainesay nor but the hand wrighting is his Deed as the Plantife above against him hath declared.

Therefore it is Considered that the abovesaid Thomas Taney Plantiffe doe recover against the Said David Small the Sume of two Thousand one hundred pounds of Tobacco the remainder part of the above Said Noat his Debt for Damages aforesaid as allso the Sume of four hundred forty and four pounds of Tobacco To the Plaintiff of his Assent for his Cost and Charges of Suite by the Court here adjudged and the Said David Small Defendant in mercy.

Jonathan Motterstead Plaintiff: William Dent Defendant

William Dent Late of Prince Georges County Planter was atatched to answer unto Jonathan Motterstead of a Plea of Tresspass upon the Case.

And whereupon the Said Jonathan by William Stone his Attorney Complaineth that whereas the Said William the 18th Day of September in the year of our Lord 1697 at Charles Towne within the Jurisdiction of this Court was Indebted unto the Said Jonathan in the Sume of five hundred pounds of Tobacco being for Severall Deer Skinns by the Said Jonathan to the Said William Sold and Delivered as by a Peticular account thereof here ready in Court to be produced more att Large may appear and the Said William being Soe indebted as aforesaid in Consideration thereof did assume upon himselfe to the Said Jonathan then and there faithfully promise that he the Said William the Said Sume of 500 lbs. of Tobacco to the Said Jonathan when he Should be thereunto requested would well and truely content and Pay Nevertheless the Said William his promise and assumption aforesaid not at all regarding but mindeing and fraudulently Intending him the Said Jonathan in this behalfe Craftily and Subtily to deceive and Defraud the Said Sume of 500 lbs. of Tobacco [485] to the Said Jonathan hath not Paid although the Said William to doe the Same by the Said Jonathan afterwards the Day and place aforesaid was often thereunto requested but hath hitherto refused and Still doth refuse to the Damage of the Said Jonathan of 1000 lbs. of Tobacco and thereof he bringeth his Suite etc.

William Stone. John Doe, Richard Roe. pledges etc.

Sept. the 18th William Dent Debtor to Jonathan Mottersted 1697.

To 4 Buck Skinns and 3 doe Skinns att Tobacco 500

And the Said William Dent by Joshua Cecell his Attorney comes and Defends the force and Injury when etc. and prayeth Lycence to imparle here untill the next Court coming and it is Granted unto him the Same time is given to the Plaintiff Likewise.

And now here at this Day (to witt) the 26th day of September Annoque Domini 1699 came here as well the Said Jonathan Motterstead as the Said William Dent by their attorneyes aforesaid and the Said Jonathan by William Stone his attorney aforesaid prayeth that the Said William Dent to his Declaration aforesaid may answer. And the Said William Dent by his attorney aforesaid comes and defends the force and Injury when etc. and Saith that he did not