

Plantiffs the five hundred fifty and three pounds of Tobacco or any part thereof as the Said Plantiffs hath declared against him and of this he putts himselfe upon the Court. William Stone.

And the Plantives allso. Joshua Cecell.

[492] Whereupon the Court haveing Fully read and understood the Alligations of the Parties on both Sides the Said Defendant haveing Produced an ordar of the Said Jonathan Willson Deceased which he drew upon him for four hundred and fifty pounds of Tobacco which Order did appear to be Satisfyed and Paid by the Said Defendant to Mr. Robert Bradley as by receipt appears.

Therefore it is Considered by the Court that the Said Kathrine Willson and Joshua Cecell Executors of the Said Jonathan take nothing by their Said writt but be in mercy for their Falce Clammar and lett the names of the Pledges be Sought for and that the Said William Greenup goe thereof without day.

Kathrine Willson and Joshua Cecell, Plantiffs: William Herbert Defendant

William Herbert Late of Prince Georges County Carpenter was Atteached to Answer unto Kathrine Willson and Joshuna Cecell Executors of the Last will and Testament of Jonathan Willson Late of Prince Georges County of a Plea of Tresspass upon the Case etc.

And whereupon the Said Joshua for himselfe and the Said Kathrine in his Propper person Complaineth that whereas the Said William the 24th day of November in the year of our Lord 1697 att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said Jonathan in his Life time in the Sume of one Thousand thirty and Eight pounds of Tobacco being as well for Six bushells of Wheat and a peck of Naked Oates as allso for Severall Licquors Ordinary Accomadations by the Said Jonathan Sold and Delivered to the Said William as by a Peticular account thereof hereunto annexed relation being thereunto had may more att Large appear and being soe indebted the Said William inconsideration thereof did assume upon himself and to the Said Jonathan in his Life time Faithfully promise that he the Said William him the Said Jonathan the Said Sume of 1038 lbs. of Tobacco when thereunto requested would well and truely Content and pay Nevertheless the Said William his promise and assumption Soe as aforesaid made little regarding but mindeing and fraudulently intending him the Said Jonathan in his Lifetime in that behalfe Craftily and Subtily to deceive and defraud the Said Sume of 1038 lbs. of Tobacco or any Part thereof to the Said Jonathan in his Lifetime or to the Said Kathrine and Joshua Or to Either of them Since the Death of the Said Jonathan to whom Execution of the Last Will and Testament of the Said Jonathan Since his Death hath been Leagally Committed hath not Paid although the Said William to doe the Same by the Said by the Said Jonathan in his Life time the Day and Place aforesaid and by the Said Kathrine and Joshua att Severall dayes and times Since the Death of the Said Jonathan att Charles Towne aforesaid hath been often thereunto requested but the Said William the Said Sume of 1038 lbs. of Tobacco to the Said Jonathan in his Life time and to the Said Kathrine and Joshua Since the Death of the Said Jonathan hath denyed to Pay and Still doth denye to the Damage of them the Said Kathrine and Joshua of 1600 lbs. of Tobacco and thereupon they bring this Suite and they bring into Court the Letters Testamentary etc. that it may the Plainer appeare etc.

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