

tions by the Said Jonathan in his Life time Sold and delivered to the Said Isaack Sold and Delivered to the Said Isack as by a perticular account thereof here ready in Court to be produced may more at Large appear And the Said Isaack to the Said Jonathan in manner aforesaid being Indebted Inconconsideration thereof did assume upon himselfe and to the Said Jonathan in his Life time Then and there faithfully promise that he the Said Isaack the Said Sume of 409 Pounds of Tobacco to the Said Jonathan when he Should be afterwards thereunto requested would well and truely Content and pay Nevertheless the Said Isaack his promise and assumption soe as aforesaid made little regarding but mindeing and fraudulently intending him the Said Jonathan in his Life time in this behalfe Craftily and Subtily to deceive and defraud the Said Sume of 409 lbs. of Tobacco to the Said Jonathan in his Life time 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 Decease hath been Leagally Committed hath not Paid Although the Said Isaack to doe the Same by the Said Jonathan in his Life time afterwards the Day and place aforesaid and by the Said Kathrine and Joshua at Severall Dayes and times Since the Death of the Said Jonathan att Charles Towne aforesaid hath been often therunto Requested but the Said Isaack the Same to pay to the Said Jonathan in his Life time or to the Said Kathrine and Joshua or to Either of them Since the Death of the Said Jonathan hath refused and Still doth refuse to the Damage of the Said Kathrine of 800 lbs. of Tobacco and thereupon they bring this Suite etc. and they bring here into Court the Letters Testamentary etc. that it may the plainer appear.

Pledges John Doe, Richard Roe. Joshua Cecell.

1694 Isaack Williams Debtor to Jonathan Willson.

January the 26 To 6 Pottles of Syder and Suger 120, To 2 Gallons Ditto 80, to 1 pottle Ditto 20	220
March the 19 To a pottle Syder and Suger 20, to a pottle Syder and Suger and Lodgeing 25	045
the 27 To a Dyett and Lodgeing to the Widdow Graves 15, to a Pottle of Mulld Syder 35	050
Aprill the 20 To 2 quarts of Flipp 40, To a Gallon of Syder 30	070
Oct. the 10th To a Dyett and Lodging and a pint of mulld Syder	024

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And the Said Isaack Williams by William Stone his Attorney comes and defends the force and Injury when etc. and prayeth Lycene to imparle here untill the next Court Comeing and it is Granted unto him, the Same day is given unto the Plantives Likewise.

Att which day to witt the 26th day of September Annoque Domini 1699 here came as well the Said Kathrine Willson and Joshua Cecell in their Propper Persons as the Said Isaack Williams by his attorney aforesaid and the Said Kathrine Willson and Joshua Cecell prayeth that the Said Isaack Williams to their Declaration aforesaid may answer.

And the Said Isaack Williams by William Stone his Attorney comes and Defends the force and Injury when etc. and Saith that he oweth not the Said Plantiffs the Said 409 pounds [494] of Tobacco or any Part thereof as the Said Plantiffes hath declared against him and of this he putts himselfe upon the Court. William Stone.

And the Plantives Allso. Joshua Cecell.

The Court haveing read and Fully understood the Alligations of of the