

And now here att this day Came the Said Thomas Palmer by his Attorney aforesaid and defendeth the aforesaid force and Injury when etc. And Saith that the Said Thomas Palmer did not Assume in manner and forme as the plantiffe in his Declaration aforesaid doth Complaine and of this he putts himselfe upon the Court. Thomas Hughes:

And the plantiffe alsoe. William Stone.

Whereupon as well the Said John Smith as the Said Thomas Palmer by and at their Consent and request are Admitted here to produce their wittneses respectively for Information of the Court in the premises According to the Costom of this Court here used and Approved and now here att this day the wittneses on each part Respectively being produced Sworne heard and Examined And the truth of the matter in Controversie between the parties aforesaid by the Court here being heard understood and Maturely deliberated It is thereupon Considered that the Said John Smith Recover against the Said Thomas Palmer his Damages by Occation of the premises the Said Sume of four hundred lbs. of tobaccoe aforesaid as alsoe the Sume of nine hundred fifty two pounds of tobaccoe to the Said John Smith [77] Att his Request for his Cost and Charges in this behalfe Expended by the Court here Adjudged and the Said Thomas Palmer in mercy etc.

Alexander Willson plantiffe: Thomas Palmer Defendant.

Prince Georges County Ss. Thomas Palmer Late of Prince Georges County planter was Atteched to Answer unto Allexander Willson of a plea of tresspass upon the Case etc.

And whereupon the Said Allexander by Joshua Cecell his Attorney Complayneth that whereas the Said Thomas the 23d day of January in the year of our Lord 1695 [1696] Att Charles Towne within the Jurisdiction of this Court was Indebted unto the Said Allexander in the Sume of four hundred pounds of tobaccoe being Soe much tobaccoe that he the Said Thomas did Oblidge himselfe to pay to the Said Allexander upon the Account of One John Christenson being Soe much tobaccoe that he the Said Christenson before that time was indebted unto the Said Allexander as by a note Subscribed with the proper hand writeing of him the Said Thomas and here in Court produced Relation being thereunto had may more at Large Appeare and the Said Thomas to the Said Allexander in manner aforesaid being indebted in consideration thereof did Assume upon himselfe and to the Said Allexander then and there Faithfully promise that he the Said Thomas him the Said Allexander the Said Sume of 400 lbs. of tobaccoe to the Said Allexander when he Should bee thereunto Requested would well and truly Content and pay Nevertheless the Said Thomas his promise and Assumption So as aforesaid made Little Regarding but minding and Fraudulently intending him the Said Allexander in this behalfe Craftily and Subtily to deceive and defraud he the Said Thomas him the Said Allexander the Said Sume of 400 lbs. of tobaccoe or any part thereof According to his promise and Assumption Soe as aforesaid made hath not paid Although the Said Thomas by the Said Allexander Afterwards the day and place aforesaid was often thereunto Requested but the Same to pay to the Said Allexander hath hitherto Refused and Still doth Refuse to the Damage of the Said Allexander of 800 lbs. of tobaccoe and thereof he bringeth his Suite etc.

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

And the Said Thomas Palmer by William Stone his Attorney Cometh and Defendeth the aforesaid] force and Injury when etc. and prayeth Lycence