

whereupon the said p<sup>t</sup>t by Thomas Bowen his attorney complains that whereas the  
 said Debt the fifth day of December in the year of our Lord one thousand seven  
 hundred at St. Pauls Church in the County and within the Jurisdiction of this Court in  
 consideration that the said p<sup>t</sup>t at the special Instance & request of the said Debt had sold  
 & delivered to the said Debt to the proper use & behoofe of the said Debt divers goods &  
 Merchandises as in the Account hereunto annexed may appear did assume upon himselfe  
 & to the said p<sup>t</sup>t then & there faithfully promised that he the said Debt such Summe  
 or quantity of Tobacco as the p<sup>t</sup>t Goods & Merchandises at the time of the Sale & delivery  
 thereof were reasonably worth to the said p<sup>t</sup>t he had over to should be thereunto required  
 would well & truly content & pay and the said p<sup>t</sup>t in fact saith that the goods &  
 Merchandises are sold & delivered as afo<sup>r</sup> at the time of the Sale & Delivery thereof  
 were reasonably worth the Summe or quantity of Two hundred Seventy Three pounds of  
 Tobacco whereof the said Debt then and there had Notice yet notwithstanding the said  
 Debt his promise & assumption in forme afo<sup>r</sup> made not in the least regarding but  
 plotting & fraudulently intending the p<sup>t</sup>t in this part craftily & subtly to deceive  
 & defraud the said Two hundred Seventy Three pounds of Tobacco nor any part thereof  
 hath not paid altho to do the same the said Debt afterwards to wit the first day of  
 May in the year of our Lord one thousand seven hundred & Twelve at the parish afo<sup>r</sup>  
 in the County and Jurisdiction afo<sup>r</sup> by the said p<sup>t</sup>t hath been often required but to him  
 hath not to pay hath altogether quitted & hath not to do the same wherupon he  
 says that he is the worse & hath Damages to the value of five hundred pounds of  
 Tobacco and thereupon he brings Suite ex. Bowen & Debt p<sup>t</sup> vs. J<sup>r</sup> De: p<sup>t</sup> Geo

Alleg Robinson D<sup>r</sup> to Benjamin Brann safe 5. Decemb. 1700. Carolina Bond  
 100. 1 flocoll 1 1/2 Cuts thred 15. 1 yard 1/2 of blew thred 70. 105 1 p<sup>t</sup> of more  
 worsted Stockens 30 1 Ivory Comb 1/2 1 p<sup>t</sup> of Cutt Guiding 14 Totall 273  
 Errors Excepted p<sup>t</sup> in Falconer vera Copia taken of Gill. Falconer

And the said p<sup>t</sup>t prays that the said Debt may to his use Doe Answer there  
 being Rules given to the said Debt to plead and the said Debt being solemnly called  
 came not on which the said p<sup>t</sup>t by his atty afo<sup>r</sup> prays Judgment for that of said  
 Debt hath not filed his plea to the said use according to rule given Yesterday  
 which being by the Court found to be true the said p<sup>t</sup>t may still remaine indefensed  
 therefore it is considered by the Court here by this fifth day of November Annoque  
 Domini 1714 Thousand seven hundred and fourteen That the said p<sup>t</sup>t Benjamin Brann recover  
 against the said Debt Alleg Robinson as well the said Summe of Two hundred Seventy and three  
 pounds of Tobacco Damages on account of the said Debt his not performing his promise and  
 assumption afo<sup>r</sup> sustained and also the Summe of Two hundred Sixty and nine pounds of Tobo  
 Cost by the said p<sup>t</sup>t Albeit his Suite in this behalfe captured and by the Court here  
 of his assent adjudged and that the said Debt be taken into Custody as p<sup>t</sup> of  
 James Mitchell