

November Court 1717

By. Capi Corpus & Wilmes. And a Declaration
 being filed within said writ issued forth and a Copy thereof
 served thereunto according to Act of Assembly in such Case made
 which was as follow. *Yest* County of George Gleaves Jun. of Kent
 County Plaintiff stands attached to Answer unto William Smith of said
 County Defendant upon the Case

And whereupon the aforesaid William by Thomas Browne his Attorney complains
 for that whereas the aforesaid William in the year of our Lord Christ one thousand
 seven hundred and seventeen and until this time was at St Pauls Parish
 in Kent County at St Pauls Parish within the Jurisdiction of this Court an approved
 Innholder and Ordinary Keeper and as such sold vended and delivered to
 diverse Inhabitants of this Province and other persons diverse liquors and
 found and provided other suitable accommodations during which said
 time of the said Williams so keeping an Inn or Ordinary viz of twenty first
 day of August in the year of our Lord Christ seventeen hundred & seventeen
 at St Pauls Parish in Kent County aforesaid within the Jurisdiction of
 this Court in Consideration that the said William at the special instance
 and request of the aforesaid George had then and there last mentioned sold and
 delivered to the aforesaid George to the proper use and behoofe of y^e aforesaid
 George diverse liquors in an account hereto annexed mentioned at y^e
 severall rates and prices in the said account sett forth in the whole
 amounting unto the sum of six hundred and seventy eight pounds of
 merchantable Tobacco and the said George upon himself assumed and to
 the said William then and there last mentioned faithfully promised that
 he the said George the aforesaid six hundred and seventy eight pounds of
 merchantable Tobacco to the said William when thereunto required, would
 well and truly pay and Content And that whereas also y^e aforesaid George
 afterwards viz the aforesaid twenty first day of August in the year
 aforesaid at the Parish County and Jurisdiction aforesaid in Consideration
 that the aforesaid William at the like special instance and Request of the
 aforesaid George had then and there last mentioned sold and delivered to the
 aforesaid George to the proper use and behoofe of the aforesaid George diverse
 liquors in an account hereto annexed specifically sett forth upon
 himself assumed and to the said William then and there last mentioned
 faithfully promised that he the said George so much merchantable
 Tobacco as the aforesaid last mentioned liquors sold and delivered as aforesaid
 were at the time of the sale and delivery thereof at reasonable rates and
 prices worth and amounted to unto the said William when thereunto
 required would well and truly pay and Content. And the aforesaid William indeed sayth that y^e aforesaid last mentioned
 liquors sold and delivered as aforesaid at the time of the sale and delivery thereof
 at reasonable rates and prices were worth and amounted to the sum of
 six hundred and seventy eight pounds of merchantable Tobacco in y^e
 manner as in the last said account sett forth of which the said George then
 and there last mentioned had Notice. Nevertheless the aforesaid George his
 mind being but fraudulently intending from the said William in that behalf
 to deceive and defraud the aforesaid several summs of Tobacco in that behalf
 amounting to the sum of thirteen hundred and fifty six pounds of
 merchantable Tobacco to the said William hath not paid altho
 afterwards viz the aforesaid twenty first day of August in y^e year aforesaid
 at the parish aforesaid in the County and Jurisdiction aforesaid y^e said
 George was by the said William thereunto required the aforesaid thirteen
 hundred and fifty six pounds of Tobacco hath not paid nor made Content
 for