

August Court 1718

High Sheriff of said County and made return thereof in these words thereon Endorsed as  
 follows viz. Copy of S. Wilmer's Deed  
 and a Declaration being filed when said writ issued forth and a Copy thereof served  
 therewith according to Act of Assembly in such Case made was as follows viz. Kent County  
 vs. John Johnson of Kent County Merchant Slaves attached to answer unto William  
 Rock of a plea of Respondeo of the Case. . . And whereupon the said Deft. by Thomas  
 Bowne his attorney complains that whereas the said Deft. the Eleventh day of January  
 in the Year of our Lord Christ one thousand Seven hundred and Seventeen at S. Pauls  
 Parish in Kent County within the Jurisdiction of this Court in Consideration that the said Deft.  
 at the Special Justice and request of the said Deft. had then & there paid unto a certain  
 John March of D. County Gent. and to the proper use and behoof of the said Deft. the  
 Sum of three hundred and seven pounds of Merchantable Tobacco in an Account  
 hereto annexed set forth upon himself assumed and to the said Deft. then and there  
 faithfully promised that he the said Deft. the said Sum of three hundred and seven  
 pounds of Merchantable Tobacco unto the said Deft. when thereunto required would  
 well and truly pay and Content and that whereas also the said Deft. afterwards viz.  
 the said Eleventh day of January in the Year of at the Parish County & Jurisdiction of  
 In Consideration that the said Deft. at the like Special Justice and request of the said Deft.  
 had then and there last mentioned sold & delivered unto the said Deft. and to the proper  
 use and behoof of the said Deft. divers Goods and Merchandises at the several  
 rates and prices in an Aco. hereto annexed set forth in the whole amounting  
 unto the Sum of Nine hundred and thirty one pounds of Merchantable Tobacco  
 upon himself assumed and to the said Deft. then and there last mentioned  
 faithfully promised that he the said Deft. the said Sum of Nine hundred and thirty  
 one pounds of Merchantable Tobacco unto the said Deft. when thereunto required  
 would well and truly pay & Content And that whereas also the said Deft. afterwards  
 viz. the Eleventh day of January in the Year of at the Parish County and Jurisdiction  
 of In Consideration that the said Deft. at the like Special Justice and request of the said  
 Deft. had then and there last mentioned sold and delivered unto the said Deft. and to  
 the proper use and behoof of the said Deft. divers Goods and Merchandises in an Aco.  
 hereto annexed set forth upon himself assumed and to the said Deft. then and there  
 last mentioned faithfully promised that he the said Deft. so much Merchantable Tobacco  
 as the said last mentioned Goods & Merchandises sold and delivered as last said at the  
 time of the Sale and delivery thereof at reasonable Rates and prices were worth and  
 amounted to unto the said Deft. when thereunto required would well and truly pay &  
 Content and the said Deft. indeed saith that the said last mentioned Goods & Merchandises  
 sold and delivered as last said at the time of the Sale and delivery thereof at reasonable  
 rates and prices were worth and amounted unto the Sum of Nine hundred and thirty  
 one pounds of Merchantable Tobacco in manner as in the said Aco. set forth of  
 which the said Deft. then and there last mentioned had Notice Nevertheless the said  
 Deft. his several promises and Assurances as aforesaid made as to the said  
 several Sums of Tobacco which in the whole amounts unto the Sum of Two  
 thousand one hundred and Seventy two pounds of Merchantable Tobacco he hath  
 not paid nor in any wise kept but altho he the said Deft. hath paid and satisfied  
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