

upon himself assumed and to the said plt. then and there faithfully promised that he the said Deft. the ass. Eight hundred Sixty & Six pounds of Tobacco to the said plt. when therunto required would well and truly pay and Content and that whereas also the ass. Deft. afterwards viz. the ass. sixth day of April in the year ass. at the County and jurisdiction ass. in consideration that the ass. plt. at the like special instance and request of the ass. Deft. had then and there last mentioned sold & delivered to the said Deft. to the proper use of the said Deft. the divers Wares & Merchandises in Account hereunto annexed Specifically set forth upon himself assumed and to the said plt. then and there last mentioned faithfully promised that he the said Deft. so much Merchantable Tobacco as the ass. last mentioned wares and Merchandises sold and delivered as last mentioned were at the time of the Sale and delivery thereof at reasonable Rates and prices worth and amounted to unto the said plt. when therunto required would well and truly pay & Content and the ass. Deft. in deed setth that the ass. last mentioned wares and Merchandises sold and delivered as ass. at the time of the Sale and delivery thereof at reasonable Rates and prices were worth and amounted to the sume of Eight hundred Sixty & Six pounds of Merchantable Tobacco in the manner as in the last said Account set forth of which the said Deft. then and there last mentioned had Notice nevertheless the ass. Deft. his several promises & assumptions ass. little minding but fraudulently intending the said plt. in that behalfe to deceive and defraud the ass. several sums of Tob. in the whole amounting to Seventeen hundred & thirty two pounds of Merchantable Tobacco to the said plt. altho afterwards viz. the sixth day of Apr. and often after in the year ass. he the said Deft. was at the parish ass. in the County ass. in the ass. Jurisdiction by the said plt. therunto required hath not paid nor made Content for the same but that to pay or Content the said Deft. hitherto hath denied and yet denies to the damage of the said plt. three thousand pounds of Merchantable Tobacco and thereupon brings Suite &c.

1713 Mr. John Smithers D. to Silvester Garland for	1000	To 2000 of Tobacco	36
As per Goods in Intra Del'd by Hand of John		To 2000 of Whiten Brum third	6
Garland		To 2000 third	
ap. 6 To 300 of Cate buttons	12	To 2000 of Tuhon	140
To 100 of Cate buttons	12	To 2000 of Price	350
To 100 of Cate buttons	6	To 2000 of Shalloon	125
To 100 of Cate buttons	64		
To 100 of Cate buttons	70		
To 2000 of Cate buttons	15		

On the back of the preceding Account was Endorsed as follows by Cecil County —
 Maryland Then Came Silvester Garland before us the Subscribers two of his Lord
 Shups Justices of the peace for Cecil County and did Solemnly Swear on the Holy
 Evangelists of Almighty God that the within Aus. is a just and true Account ass.