

Novemb. Court 1719

Gilbert Higginson } Kent County in Maryland } John Clayton of
 } Kent County Planter was Attached to Answer
 John Clayton } unto Gilbert Higginson of Aplea of the said
 } on the Case and Verdict the said ptt by
 David Muiride his attorney complains that whereas the said Deft the
 fourteenth day of June in the Year of our Lord Christ one Thousand Seven hundred
 and Seventeen at Shrewsbury Parish in Kent County & within the Jurisdiction
 of this Court In Consideration that the said ptt at the Special Justice and
 Request of the said Deft had then and there paid unto a certain Philip Parre
 and to the proper use and behoofe of the said Deft the sum of Eleven
 hundred pounds of Merchantable Tobaco in an Account hereunto annexed
 sett forth upon himselfe assumed and to the said ptt then and there faithfully
 promised that he the said Deft the said sum of eleven hundred pounds of
 Merchantable Tob. unto the said ptt when thereunto required would well and
 truly pay and Content AND that whereas also the said Deft afterwards viz
 the Thirteenth day of August in the Year afo at the parish & County afo & within
 the Jurisdiction afo In Consideration that the said ptt at the like Special Justice
 and request of the said Deft had then and there last mentioned sold and delivered
 unto the said Deft & to the proper use & behoofe of the said Deft Divers goods
 wares & Merchandises at the several Rates and prices in an Acc. hereto annexed
 sett forth in the whole amounting unto the sum of one hundred and Nineteen
 pounds of Merchantable Tobaco upon himselfe assumed and to the said ptt
 then and there last mentioned faithfully promised that he the said Deft the
 said sum of one hundred and nineteen pounds of Merchantable Tobaco unto
 the said ptt when thereunto required would well and truly pay and Content.
 AND that whereas also the said Deft afterwards viz the said Thirteenth day of
 August in the Year afo at the parish and County afo & within the Jurisdiction afo
 In Consideration that the said ptt at the like Special Justice & request of
 the said Deft had sold and delivered to the said Deft and to the proper use & behoofe
 of the said Deft Divers Goods wares and Merchandises in an Acc. hereto
 annexed particularly sett forth upon himselfe assumed and to the said ptt then
 and there last mentioned faithfully promised that he the said Deft so much Merchan-
 table Tobaco as the said Goods wares & Merchandises sold and delivered as afo at the
 time of the Sale and delivery of the same were reasonably worthe to the said ptt
 when thereunto afterwards he should be required would well and truly pay and
 Content and the said ptt indeed saith that the said Goods wares & Merchandises at
 the said time of their Sale & delivery at the parish & County afo & within the
 Jurisdiction afo at reasonable Rates & prices were worthe & amounted to the
 sum of one hundred & Nineteen pounds of Merchantable Tobaco in manner
 as in the said Account is sett forth of which the said Deft then and there
 last mentioned had Notice AND whereas also the said Deft afterwards viz the