

August Court 1720.

of Nine Barrells of Indian Corn one thousand five hundred and seventy five  
pounds of merchantable Tobacco and seventeen Shillings Currant money of  
Maryland for sundry Goods then and there to the a<sup>d</sup>. Def<sup>t</sup> and to the proper U<sup>s</sup>.  
and before of the a<sup>d</sup>. by the a<sup>d</sup>. P<sup>t</sup>. and delivered in Consideration whereof  
the a<sup>d</sup>. Def<sup>t</sup> upon himself assumed and to the said P<sup>t</sup>. then and there did faithfully  
acknowledge the said Def<sup>t</sup>. the a<sup>d</sup>. Summ of Nine Barrells of Indian Corn and one thousand  
and five hundred and seventy five pounds of Merchantable Tobacco and seventeen  
Shillings Currant money a<sup>d</sup>. to the a<sup>d</sup>. P<sup>t</sup>. when the same required would well  
and truly pay and Content Never the less the a<sup>d</sup>. Def<sup>t</sup>. his promise and assump-  
tion a<sup>d</sup>. in form a<sup>d</sup>. made as to the a<sup>d</sup>. Nine Barrells of Indian Corn and the a<sup>d</sup>. Summ of  
Tobacco and money amounting to the sume of one thousand five hundred and seventy  
pounds of Tobacco and seventeen Shillings Currant Money a<sup>d</sup>. he hath not  
indeed nor in any wise kept. But altho he the said Def<sup>t</sup>. hath paid and satisfied to  
the said P<sup>t</sup>. the said Sum of one hundred and twenty pounds of Tobacco and nine  
Barrells of Indian Corn and four Shillings and three pence Currant money a<sup>d</sup>. of the  
a<sup>d</sup>. Nine Barrells of Indian Corn and one thousand five hundred and seventy five  
pounds of Tobacco and seventeen Shillings Currant money a<sup>d</sup>. part, yett the  
a<sup>d</sup>. Def<sup>t</sup>. his promise and assump<sup>t</sup>ion as to the sum of one thousand four hundred  
and fifty five pounds of Tobacco and twelve Shillings and nine pence Currant  
money a<sup>d</sup>. of the a<sup>d</sup>. nine Barrells of Indian Corn are one thousand four hund-  
red and fifty five pounds of Tobacco and seventeen Shillings Currant money  
a<sup>d</sup>. residue little regarding but plotting and fraudulently intending the said  
Plaintiff in that behalf craftily to deceive and defraud the said Sum of one  
thousand four hundred and fifty five pounds of Tobacco and twelve Shillings  
and nine pence Currant money a<sup>d</sup>. to the a<sup>d</sup>. P<sup>t</sup>. hath not paid nor made Con-  
tent for the same, altho to do the same the said Def<sup>t</sup>. afterwards viz<sup>t</sup>. the tenth  
day of February in the year a<sup>d</sup>. at the parish County and Jurisdiction a<sup>d</sup>. by  
the a<sup>d</sup>. P<sup>t</sup>. was thereunto required, But that to the said P<sup>t</sup>. to pay or make  
Content he the said Def<sup>t</sup>. hitherto hath refused and still doth refuse to the dam-  
age of the said P<sup>t</sup>. Three thousand pounds of like Tobacco a<sup>d</sup>. and thereupon  
they bring Suit &c.

Borne of Qu<sup>e</sup>. J<sup>u</sup>. Geo Doe  
R<sup>o</sup>. Roe

And The a<sup>d</sup>. Def<sup>t</sup> in his proper person Comes and Defends the force  
and Injury when &c. And say: that he Cannot gainsay the P<sup>t</sup>. a<sup>d</sup>. his action  
So as against him brought nor Can he say but that the said P<sup>t</sup>. ought  
to recover his Damages by occasion of the premis a<sup>d</sup>. to the sum of One  
Thousand four hundred and fifty five pounds of Tobacco and twelve Shillings  
and nine pence Currant money with Cost of Suit against him which he the said