

August Court 1720

This Court according to the Usage & Custom of Merchants and other persons using Letters of the Parish County & Jurisdiction aforesaid made a Certain promissory Note in writing bearing date the day & year aforesaid and the same Note then and there writ with his own proper hand & subscribed and promised to pay to the said p^r by the name of Benjamin Pearce of Cecil County the sum of two thousand pounds of Tobacco in Cash by reason of which the said p^r became chargeable to pay the said p^r the said two thousand pounds of Tobacco according to the Tenor and Effect of the said Note; and whereas the aforesaid Defendant afterwards to wit the said Day and Year at the Parish County and Jurisdiction aforesaid was indebted unto the said p^r in two thousand pounds of Merchantable Tobacco for so much Tobacco by the said p^r to the said Defendant and at his the said Defendant special Instance & Request then and there sent and accommodated and being so indebted the said Defendant the day and year aforesaid at the Parish County and Jurisdiction aforesaid did upon himself a Pledge and to the said p^r then and there faithfully promise that he the said Defendant the said two thousand pounds of Tobacco when he should be thereto required to the said p^r would well and lawfully pay and Content Nevertheless the aforesaid Defendant has several promises and assumptions aforesaid in form aforesaid made with the said p^r or regarding but afterwards fraudulently intending him the said p^r in this behalf Casting and Subtly to deceive and defraud the said p^r two thousand pounds of Tobacco to the said p^r hath not paid or any ways made Content for the same (altho' to do the same the said Defendant the seventh day of November in the year aforesaid at the Parish County and Jurisdiction aforesaid by the said p^r hath been thereto required) but to pay the same to the said p^r hath hitherto refused and still doth refuse to the damage of the said p^r three thousand pounds of Tobacco and thereupon he brings Suit &c.

Johnson of p^r 3^d 4^o Roe

And the aforesaid Defendant by Thomas Boune his Attorney Comes and Defends the force and Injury taken &c. and having to himself all and all manner of Exceptions and admissions made to the writ as to the Debt. In the said action pray leave to unplead the debt and to answer at next Court and he hath it and the same day is given the p^r also at which said next Court viz: the 25th day of June anno Domini 1720 came as usual the said p^r by his aforesaid Attorney as the said Defendant by his Attorney aforesaid and no plea having been filed by the said Defendant to the said action Rule is given to the said Defendant to plead in writing aforesaid after Court otherwise Judgement to be rendered for want of plea and thereupon the same is continued further until next Court.

At which said next Court viz: the 16th day of August anno Domini 1720 aforesaid came as usual the said p^r by his Attorney aforesaid as also the said Defendant by his said Attorney and no plea being put into the said action viz: by the aforesaid Defendant according to the Rule aforesaid the said Defendant having therein made Default whereby the said p^r remains against the said Defendant without Defence. Therefore it is considered by the Court here viz: the 17th day of August anno Domini 1720 aforesaid that the said Benjamin Pearce recover against the said Nathaniel Pearce as well the sum of Two thousand pounds of Tobacco his Damages aforesaid as also the sum of Two hundred and fifty one pounds of Tobacco by the Court here adjudged to him for his Costs and Charges by him incurred in this behalf incurred and expenses