

June Court — — 1735 — (43)

to be paid unto the same John when thereof afterward he should be required and the said Joshua further saith that the said John afterward to wit the thirtieth day of November Ann. Dom. Seventeen hundred and thirty three at the County of (the said sum of cash Maryland Currency or any part thereof in no sort paid or satisfied being) by a certain writing or upon the said writing obligatory made and with his proper hand subscribed bearing date the same day and Year last mentioned, according to the form and affect of the act of Assembly of the same writing obligatory and the cash Maryland Currency therein mentioned unto the said Joshua did assign whereof the said Thomas then and there had notice, by reason of which premises and also by force of the act of Assembly of Action hath accrued unto the same Joshua as assignee of the said John to demand and have from the said Thomas the said twenty pounds Cash Maryland Currency as aforesaid. Nevertheless the said Thomas altho after required the said twenty pounds Cash Maryland Currency unto the said Joshua yet hath not paid, but that unto him hitherto to pay altogether hath refused and still doth refuse to the damage of the same Joshua forty pounds Cash Maryland Currency and thereof he brings suit &c. and doth bring here into Court the writing obligatory of which the debt aforesaid in form aforesaid doth testify and also the writing of assignment aforesaid on the said writing obligatory Indorsed &c. —
pledges &c. In. Doe & Rich. Ross

And the aforesaid Thomas Fletcher by Francis Allen his Attorney Cometh and defendeth the foresaid Injury when &c. And saith that he cannot gainsay the action aforesaid of the said Joshua assignee as aforesaid nor can he say but that the writing obligatory aforesaid is the deed of the same Thomas Fletcher or nor but that he oweth the same Joshua the said twenty pounds Cash Maryland Currency in manner and form as the said Joshua above against him hath declared whereupon the said Joshua prays Judgment for his aforesaid debt aforesaid and for his costs and damages sustained by occasion of the detaining of the same debt to him to be adjudged &c.

Therefore it is considered by the Court here that the aforesaid Joshua Caldwell assignee aforesaid recover against the aforesaid Thomas Fletcher his debt aforesaid and his costs and damages sustained by occasion of the detaining of that same debt to. two hundred and seventy — — —
270. — — — pounds of tobacco to the same Joshua by the Court here of his aforesaid adjudged and the said Thomas in mercy &c.