

August Court - - - 1735 - (77)

At which said next Court to wit the Seventeenth day of June Anno Domini One thousand Seven hundred and thirty five came againe as well the afd Joseph M<sup>r</sup> Lester by his attorney afd as the afd Stanton alkin in his proper person and whereupon the said Stanton prays further leave thereof to Imparl hereuntill next Court and he hath it and the same day is given to the afd Joseph herealso &c?

At which said next Court to wit the Nineteenth day of August One thousand Seven hundred and thirty five came againe the said Joseph M<sup>r</sup> Lester by his attorney afd and prays that the afd Stanton <sup>alkin</sup> to his declaration aforesaid may answer but the same Stanton says nothing in barre or preclusion of the action afd of the afd Joseph by which the same Joseph remains the against the afd Stanton thereof and is ordered &c?

Therefore it is considered by the Court here that the aforesaid Joseph M<sup>r</sup> Lester recover against the aforesaid Stanton alkin his debt afd and his damages sustained by occasion of the detaining of the same debt to. Three hundred thirty Seven pounds of tobacco to the same Joseph by the Court here of his afdnt adjudgd and the afd Defend: in Mercy &c?

337

Ed John Rendall } Somerset County vs Thomas Fletcher late of Somerset County Clerk  
vs Thomas Fletcher }  
And whereupon the same John by Geo: Douglas his attorney complains that whereas on the twenty third day of May Anno Domini One thousand seven hundred & thirty four at Somerset County afd within the View of this Court a certain Patrick Connelly was indebted to the said John in the sum of four pounds twelve Shillings nine pence Curr<sup>t</sup> money of Maryland & two hundred and fifty nine pound of tobacco on consideration that he s<sup>d</sup> John did there & there at the speciall request & Instance of him the s<sup>d</sup> Thomas agree to take one thousand pounds of tobacco for the sum of four pounds three Shillings & four pence parts of the debt afores<sup>d</sup> he the s<sup>d</sup> Thomas upon himself did assume & to the said John there and there faithfully promised that he the said Thomas would well & faithfully content & pay to the said John the quantity of one thousand pounds of tobacco when he should be afterwards thereto required if the afd Patrick did not pay the same to the said John and the said John in fact saith that the said Patrick hath not paid to the said John the said one thousand pounds of tobacco or any part thereof of which the said Thomas afterwards to wit the first day of November in the year afd at the County afd had notice notwithstanding the said Thomas his promise & assumption afd in manner & form afd made not regarding but minding & fraudulently intending the afd John in that part craftily & subtilly to deceive & defraud the said one thousand pounds of tobacco or any part thereof to the said John hitherto hath not paid or him for the same in any sort contented altho: the same to the said John to pay afterwards to wit the day & year last mentioned at the County afd & often since that time the said Thomas was required but the same to the said John to pay the said Thomas hath altogether refused & still doth refuse to the damage of the said John two thousand pound of tobacco & thereof he brings Suit  
Elegit &c: Richardson & R: Roe -

Whereupon came here into Court the said Thomas Fletcher in his proper person and thereupon at the prayer of the aforesaid John Rendall by his attorney afd the said Thomas Fletcher is adjudged to give speciall bail to the action afd, whereupon a certain William Buckingham late of Somerset County Clerk