

August Court Grand Jurors 1744

Mr. David Smith and herein Court Produced whose date is the day and year
aforesaid acknowledged himself to be held and firmly bound unto the said Messrs
Stephenson and Steel in the sum of Three Thousand Pounds of Tobacco to
be paid to the said Stephenson and Steel when they come to apprehend he
should be questioned. Nevertheless the said Patrick No. David at the
often requested the said sum of Three Thousand Pounds of Tobacco as aforesaid or
any part thereof to the said Messrs Stephenson and Steel hath not paid or in any
sort contracted but the same to them the said Messrs Stephenson and Steel to
be ordinary with the content hath hitherto asked other Refusals and still doth
Refuse to the damage of them the said Messrs Stephenson and Steel Six Thousand
Pounds of Tobacco as aforesaid, and therefore suit is brought and doth

Patrick No. David
Stephenson and Steel

and the aforesaid Patrick No. David by humilit. (Chase his attorney James
Depends the price and Injury when aforesaid and prays always in the
writing obligatory and it is Read unto him and he also prays in writing
Patrick's writing obligatory and it is Read unto him in the words following
to wit

The condition of the above obligation is such that the above bound Patrick
No. David do and shall well and truly pay, or cause to be paid unto the said
Stephenson and Steel or their certain Attorney Executors, Admors or assigns
the sum of Nine Pounds six shillings and six pence current or
Fifteen Hundred lb^s of Tobacco as above mentioned at or upon the tenth day of
May Next ensuing the date hereof with legal Interest for the same then the
above obligation to be void else to remain in full force and Virtue in law until
Default be made in the payment of the said sum of Nine or money of said Province
then if any attorney in any Court of Record in the Kingdom of Great Britain
France or Ireland or within the Province of New England or other his Majesty's
Dominions to appear for me at the suit of the above mentioned Stephenson and Steel
and to receive a Judgment on the above obligation, & thereupon to Conspire
by Nil dicit Cognovit suitors, Nonjuror Informatus otherwise healy
obscuring all the errors that may happen upon the said Judgment being out
Execution, then upon or in any of the proceedings thereunto Relating

Which being Read and heard the said Patrick by his attorney James
Depends the price and Injury when aforesaid and the said attorney saith that he is
not informed by the said Patrick of any answer to make for the said Patrick
to the said Stephenson and Steel in the Premises nor hath he any other thing
to say therein in bar or Reclusion of the action aforesaid. Stephenson and Steel by writing
the said Stephenson and Steel Remains against the said Patrick therefore without Defense
Therefore it is considered that the said Stephenson and Steel Recover against the
Patrick his Debt and his Damages by Quasion of Detaining that Debt to
Two Hundred and eighty one pound of Tobacco to the said Stephenson and Steel of their

Def. in med. spent by the Court here a charges and the said Patrick in many 45
Mem. the J. Release & the penalty of payment of Price. Int.
an Damages