

He did appear upon himself in manner and form as the said Timothy above against him hath complained nor also but that the said Timothy hath sustained Damages by means of not performing the promise & assumptions aforesaid to Eight Hundred pounds of Tobacco as the said Timothy above supposes

Whereupon the said Timothy by his atty. prays Judgment and those Damages so acknowledged together with his costs and charges by him about his suit in this part sustained to him to be adjudged

Therefore it is considered that the said Timothy recover against the said Thomas his Damages to Eight Hundred Pounds of Tobacco above acknowledged and also four Hundred and Twenty Pounds of Tobacco for his costs and charges by him about his suit in this part laid out and Defended on his account by the Court

Def. in reud here adjudged and the said Thomas in wany &c

vs
 The Messrs. Submans & Hartley } Dam: 909
 Judgment of Cognovit Actionem
 Here James Smith

Charles County. James Smith late of Charles County Planter was attached to answer unto Messrs. Edward and Richard Submans & Thomas Hartley of a plea of Trespass upon the Case

And when upon the said Messrs. Submans and Hartley by Thomas Clark their Attorney complains that whereas the said James on the Thirtenth Day of July in the year of our Lord one Thousand seven Hundred and forty seven at Charles City aforesaid was indebted unto the said Messrs. Submans & Hartley for the sum of nine Hundred and Ninety pounds of Tobacco for divers particulars lying Property in Account as by a particular Account thereof hereunto in Court brought may appear and the said James being so thus indebted in consideration thereof afterwards to wit the day and year aforesaid in the County aforesaid upon himself assumed and to the said Messrs. Submans & Hartley then and there faithfully promised that he the said James the said sum of Nine Hundred and Ninety pounds of Tobacco to the said Messrs. Submans and Hartley would well and truly content and pay when they should afterwards be required. Nevertheless the said James his promise and assumption aforesaid made not in the least regarding but mending and fraudulently intending them the said Messrs. Submans and Hartley in this part craftily and subtilly to deceive and defraud the said James

(the)