

November Court Anno Domini 1747

We and appear before the justices of said County Court at the times and place within  
prescribed to this Cause if any of the said Effects or Attachments in his hands should not be  
consumed to an apor thereof of the within mentioned Samuel Hays on just before  
God and lawful men of my County with as few words by the Court and

Transversers Sp<sup>r</sup> Hungerford

And the said Henry Borne Jun<sup>r</sup> into Court here in his proper person  
comes and says that at the time of laying the attachment aforesaid he had and still  
has the Effects of the said William Hays to the Value of Six Hundred Pounds of Gold  
and no more

Memorandum Samuel Hays  
proper person pray that the sum of 900 lbs so as aforesaid in the hands  
of the garnishee aforesaid by him conveyed with Execution thereof to him to be adjudged  
Therefore it is considered by the Court here that the said Samuel Hays is in possession  
of the sum of 900 lbs aforesaid in the hands of the garnishee aforesaid by the Court here adjudged  
according to the former effect of the act of Assembly in such cases late made and  
Proceeded and that the said Samuel Hays have thereof Execution of 900  
(Memorandum of the Court)

Rea Daniel Stephenson }  
Judo } Judgment of Cognovit Actionem  
Barton Hungerford }

Charles County sh<sup>r</sup> Barton Hungerford son late of Charles County Planter was  
attached to one warrant to Daniel Stephenson on of a debt of 1000 lbs aforesaid  
And whereupon the same Daniel by Samuel Hays his attorney complains  
that whereas the said Barton the 10th day of January in the year of our Lord one thousand  
seven hundred and forty seven at Charles County aforesaid was indebted to the said Daniel for  
the sum of one thousand four hundred eighty seven and one third pounds of Tobacco for  
divers articles lying properly in an account as by a particular account thereof he now  
into Court brought may appear and being there of Indebted therefore said Barton is now  
thereof afterwards to wit the day and year aforesaid at the County aforesaid upon himself assumed  
and to the said Daniel then and there faithfully promised that the aforesaid Barton should  
sum of one thousand four hundred eighty seven and one third pounds of Tobacco to the  
Daniel when thereunto afterwards he should be requested well & quietly contented  
pay Never the less the said Barton his promise and assumption aforesaid not  
regarding but in insuring and fraudulently intending the same Daniel in this part  
craftily and subtly to deceive and defraud the said Barton the said sum of one thousand  
four hundred eighty seven and one third pounds of Tobacco or any part thereof the same Daniel  
hath not paid nor him for the same in any sort contented altho' the said Barton afterwards  
to wit the Twenty first day of August in the year of our Lord one thousand seven hundred  
forty seven and often afterwards at Charles County aforesaid by the name Daniel hath been  
Requested but the same to him hitherto to pay or him for the same in any sort to contented  
hitherto altogether refused and still doth refuse to the damage of the said Daniel two  
Thousand Nine Hundred seventy four and two thirds of a pound of Tobacco and the same  
suit is brought and so forth

Edw. Hays  
Plaintiff  
Robt. Hays  
Defendant