

November Court among Dorris, 1727

Whereupon into Court here in his proper person Lewis Richard Smith of Charles County Planter and becomes pledge & security for the said Thomas that if it should happen the said Thomas in the plea aforesaid should be convicted that then the said Lewis Richard Smith should be bound that he would the said Thomas as a sole Damages which to the same Samuel in this part should be adjudged of his lands and Chattels he should demand and send to the Hall of the said Court if it should happen the said Thomas the Debt & Damages aforesaid should not pay or his body into the Custody of the Sheriff by Reason hereof Bound

And the said Thomas with his proper person Lewis and defends the said Lewis saying when the said Lewis says that he cannot deny the action aforesaid of him the said Samuel nor but that he did assume upon himself in manner & form as the said Samuel above against him both Complaines nor also but that the said Samuel hath sustained Damages by me and most performing the promises & assumptions aforesaid to the said Samuel the forty pounds of Tobacco the said Samuel above in pleading supposes

Whereupon the said Lewis by his Attorney aforesaid prays Judgment & those Damages as acknowledged together with his Costs & Charges by him about his Suit in this part laid out and Expended to him to be adjudged

Therefore it is considered by the Court here that the said Samuel do recover against the said Thomas his Damages aforesaid to One Thousand six Hundred & forty five pounds of Tobacco above acknowledged as also the sum of Two Hundred & thirty five pounds of Tobacco for his Costs & Charges by him about his Suit in that part laid out and Expended on his account by the Court here adjudged and the said Thomas in Money

Here Samuel Hanson Junr. vs Arthur Smith Judgment of Cognovit Actum

Charles County vs Arthur Smith, late of Charles County Planter was attached to answer unto Samuel Hanson Junr. of plea of trespass upon the free soil

And Whereupon the same Samuel by Samr. Cath. Chase his Attorney complains that whereas the said Arthur the twenty fifth day of February in the year of our Lord one Thousand seven hundred and forty six at Charles County aforesaid was indebted to the said Samuel in the sum of Eight Hundred and sixty nine pounds of Tobacco previous Articles lying properly in an account as by the particular Account thereof known to the Court brought may appear and being so the said Arthur in consideration thereof afterwards to wit the day and year aforesaid at the County aforesaid upon himself assumed & to the said Samuel then and there faithfully promised that the said Arthur in the said sum of Eight Hundred and sixty nine pounds of Tobacco to the said Samuel when thereunto afterwards he should be requested or well truly would content & pay Nevertheless the said Arthur with his promise and assumption aforesaid not regarding but wrongfully & fraudulently intending the same Samuel in this part craftily & subtly to deceive

(Seal)