

March Court Anno Domini 1717 (313)

And the said Richard by Henry Damae his attorney comes and defends the force of Injury taken vs. and prays leave to Impole he will write the Seal Court to be holden at Charles Town on the second Tuesday in March and he hath and the same day is quints the same Thomas here vs.

And now here at this day to wit the second Tuesday in March came as well the said Richard as the said Thomas by their attorney vs. the said Thomas as by his attorney vs. pray that the said Richard to his Detention vs. against him may answer and the said Richard by his attorney vs. comes and defends the force and injury when vs. and the same attorney says that he is not informed of any answer to the said Thomas for the said Richard in the plea vs. to be given and nothing other thereof does he say where by the same Thomas remains against the said Richard thereupon without Defence.

It is therefore considered by the Court here that the said Thomas do recover against the said Richard his Damages by reason of the Promise to one Thousand Seven Hundred and seventy Eight Dollars of Tobacco as also

Charges by him about his suit in this Part laid out and Expended to the said Def. in med. the said by his agent by the Court here Adjudged and the said Richard in money

John Richard Molyneux      Feb 16. 1717. p. 100

Barrett Johnson Parling      Agreed

Christopher Lowndes      Dam. 1712 1/2

William Neal of Sachiah      Judgment for want of a Plea

Charles County vs. William Neal of Sachiah late of Charles County Planter was Attached to answer unto Christopher Lowndes & Company of a plea of Juspass upon the base — And whereupon the said Christopher Lowndes & Company by Henry Damae their attorney Complain for that whereas the said William on the sixteenth day of January in the year of our Lord one Thousand Seven Hundred and forty six at Charles County vs. was Indebted unto the said Chris. Lowndes & Company the sum of one Thousand Seven Hundred and a half pound of Tobacco for divers Particulars lying Property in Account as by a particular Account there of here with into Court brought may appear and the said William being so thereof Indebted in consideration thereof afterwards to wit the day and year afo. in the County afo. upon himself assumed and to the same Chris. & Company then and there faithfully promised that he the said William the said sum of one Thousand Seven Hundred and a half pound of Tobacco to the said Christopher & Company would well and truly Content and pay when the same afterwards he should be Requested Nevertheless the said William his Promise and assumption afo. made not in the least regarding but minding and fraudulently Intending them the said Chris. and Company in this part craftily and subtilly to deceive and defraud the said William the said sum of one Thousand Seven Hundred and a half pound of Tobacco or any Part thereof the said Christopher & Company hath not Paid or in any sort Contented at this said the said William was on the 17th day of September in the year of our Lord one Thousand Seven Hundred and forty seven and often before and since at Charles County vs. by the said Christopher & Company Requested but the said William the said sum of