

March Court Anno Domini 1757

Proprietary of his Neat County Court to be holden at Charles Town on the second day in March Neat to recover unto Richard Gamba of plea of Trespass upon the Case and so forth and that he should have then and there that writ &c

At which day to wit the second Tuesday in March afo. Comes the said Richard Gamba by Jeremiah Chase his attorney and offers himself against the said George and the Sheriff afo. Namely Thomas Hungerford Gentleman Returns to the Court here that he has taken the body of the said George

and defends the force and injury upon &c and says that he cannot deny the action afo. of him the said Richard nor but he did a promise upon himself in manner of promise the said Richard above against him hath complained nor also but that the said Richard had sustained Damages by means of not performing the promises and Assumptions afo. to Eleven Thousand seven Hundred and fifty pounds of Tobacco as the said George above supposes

Whereupon the said George by his attorney afo. prays judgment and those Damages so acknowledged together with his costs and charges by him about his suit in this part should be paid out of the said Richard to him to be adjudged. Therefore it is considered by the Court here that the said Richard do recover against him the said George his Damages afo. Eleven Thousand seven Hundred and fifty pounds of Tobacco above acknowledged as also Two Hundred and twenty Nine pounds of Inspected Tobacco for his costs and charges by him about his suit in this part laid out and expended on his behalf by the Court here adjudged as in and the said George in May 1757

Shew. Richard Gilbart Esq. of the County of Charles Dam. 900 Tobacco
vs
Charles Philpott. Judgment of Cognovit actionem

Charles County sh. Charles Philpott being Charles County Planter was attached to answer unto Messrs. James and Richard Gilbart of plea of Trespass upon the Case & so forth And Whereupon the said James and Richard by Jeremiah Chase their attorney Complain for the trespass the said Charles after the first & day of May in the year of our Lord one Thousand seven Hundred and five Howard on the twenty fifth day of May in the year of our Lord one Thousand seven Hundred and forty seven at Charles County afo. said did make his certain Note in Writing called a promissory Note with his proper with his proper Name and hand thereunto subscribed bearing date the same day and year last mentioned of the same Note unto the said James & Richard at the County afo. addition by which said Note the said Charles did oblige himself his Heirs or Executors to pay unto the said James and Richard Gilbart Nine Hundred pounds of Tobacco with Tobacco charged on to in one Hoghead at or before the last of Next June for Value Received by Virtue whereof and also by force of the Note the said Charles Philpott became liable and chargeable to pay unto the said James and Richard the said sum of Nine Hundred pounds of Tobacco as afo. according to the tenor of the Note afo. and so being chargeable the said Chas. Philpott afterwards (to wit) the day and year last mentioned at the County afo. upon him self Assumed unto the said James and Richard then and there faithfully Promised that the said Charles Philpott the said sum of Nine Hundred pounds of Tobacco as afo. should be paid to the said James and Richard when thereunto afterwards he should be required and truly would content and pay Never the less the said Charles his Promise and Assumptions afo. notwithstanding but mindfully and fraudulently intending them the said James and Richard in this part (lawfully & subtilly)