

March Court Ann<sup>d</sup> Domini 1762

Jury or Content the said William hath altogether Refused and Will doth Refuse to pay the same to the Damage of the said Widen or nald Twelve pound Sterling and therefore suit is brought and forth — *Pld. & C.*

And the said William in his Proper Person Comes and defends the force of the said Widen and says that he cannot Deny the Action of the said Widen nor that he has assumed upon himself in manner forth as the said Widen against him ~~Whose~~ Complaints nor also that the said Widen have sustained Damage by means of performing the Promises a presumption as said to his prejudice. *Stating as the said Widen above in Declaring*

Supposes — *Whereupon* the said Widen by his Attorney aforesaid Comes and prays judgment and those Damages acknowledged together with his Costs and Charges by him about this Suit in this part laid out and Expended to him to be adjudged — *Therefore it is considered by the Court*

that the said Widen do recover the said William his Damages aforesaid for Six pounds including as above acknowledged as also the sum of Two Hundred and forty Two pounds of Tobacco for his Costs and Charges by him about this Suit in this part laid out and Expended on his behalf by the Court here adjudged and

Defin<sup>d</sup> the said William in money &c.

*Re* Samuel Marshall *vs* James Ma<sup>or</sup>ntosh *Judgment of Cognovit Actionem*  
*Non sumu* Inforce

Charles County vs James Ma<sup>or</sup>ntosh late of Charles County Weaver was attached to answer unto Samuel Marshall of the County of

*And Whereupon* the said Samuel by Jeremiah Chase his Attorney Complains for that whereas the said James after the first days of May in the year of our Lord one Thousand seven Hundred and six the County for the day of August in the year of our Lord one Thousand seven Hundred and sixty Sept. at Charles County of made his certain Note in Writing *dated* at his own hand and bearing date the day and year afo. and the same Note to the said Samuel then and then delivered by which same Note the said James promised to pay unto Samuel Marshall or his order the full and Just sum of Eighteen Hundred of Good Clean Leaf Tobacco in Cash convenient in Charles County at or upon the Tenth day of November Next for the receipt as by the said Note manifestly appears by reason whereof and by force of the Statute in such Cases late made and provided the said James became liable chargeable and still continues chargeable with the payment of the said sum of Eighteen Hundred pounds of Clean Tobacco afo. in the same Note *as aforesaid* to the said Samuel and the said James being so there with chargeable in consideration thereof aforesaid to wit the day of (year)