

March Court Anno Domini 1747

Whereupon the said William by Jeremiah Chase his attorney afo. prays judgment of those Damages voluntarily paid together with his Costs and 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 William do Recover against the said Thomas his Damages afo. to Six Pounds Currency above Acknowledged as also the sum of one Hundred Ninety five, Three Quarters of a pound of Tobacco for his Costs and Charges by him about this suit in this part laid out and Expended on his account by the Court here adjudged and the said Thomas to pay the same.

Shaw Richard Gilbert Esq. of one John Mearpherson, James Mould of Cognov. a Colonist, Mould

Charles County sh. John Mearpherson & James Mould late of Charles County Planters was Attached to and removed to Richard Gilbert Esq. Wagoner of Troop upon the 20th of 1747. And whereupon the said Richard and sons by Jeremiah Chase their attorney Complaineth that whereas the said John and James after the first day of May in the year of our Lord one Thousand seven Hundred and five on the fifth day of August in the year four and one Thousand seven Hundred and forty seven at Charles County sh. did make their certain note in Writing called a Promissory Note with their proper Name and hands thereto subscribed bearing date the same day and year last mentioned and the same Note unto the said Richard and sons at the County afo. did deliver by which said Note the said John and James their Heirs Executors Administrators or assigns did promise to pay or cause to be paid unto the said Richard Gilbert Esq. Wagoner or their Order on demand the sum of Three Thousand Three Hundred pounds of good Merchantable Tobacco in hogheads by Nine Hundred Clear Cask and convenient to a standing or till comes over but in case the said Tobacco be paid by the last of September next following then only to pay Three Thousand but in case of default of payment then we oblige ourselves and heirs to pay or cause to be paid the sum of Three Thousand Five Hundred and Interest upon the same from the date hereof for value received by virtue whereof and also by force of the Statute the said John and James became liable and chargeable to pay unto the said Richard and sons the said sum of Three Thousand Three Hundred pounds of Tobacco qualified afo. according to the tenor of the note afo. and writing chargeable the said John and James afterwards to wit the day an day last mentioned at the County afo. upon themselves afo. and to them the said Richard and sons then of their faithfully promised that they the said John and James the said sum of Three Thousand Five Hundred pounds of Tobacco qualified afo. to the said Richard and sons when they unto afo. as they should be requested well and truly would conduct and pay. Nevertheless the said John and James their Promise and Assumption afo. not in the least regarding but minding and fraudulently intending them the said Richard Wagoner in this part craftily and wittingly to deceive and defraud the said sum of Three Thousand Five Hundred pounds of Tobacco qualified afo. or any part thereof to the said Richard and sons hath not paid altho' it doth the said John and James by the said Richard and sons hath been requested to wit on the first day of June any in the year of our Lord one Thousand seven Hundred and forty seven and of since at Charles County afo. to pay the same but that unto them hitherto to pay or content the said John and James hath altogether refused and still doth. Whereas to pay the same to the Damages of them the said Richard Gilbert Esq. Wagoner Six Thousand Six Hundred pounds of Tobacco qualified afo. therefore they bring suit afo.

Shaw Doe Clerk of the Court