

Those Damages so Acknowledged together with his Costs & Charges by him about his Suit in this part & his outland Expended to him to be adjudged Therefore it is Considered by the Court here that the said John do recover against the said James his Damages as to Eleven Hundred and Ninety five Pounds Tobacco above Acknowledged as also the sum of Ten Hundred Eighty three Quarters of a pound of Inspected Tobacco for his Costs and Charges by him about his Suit in this part & his outland Expended on his part by the Court & in me here adjudged and the said James in Money &c

Shas Daniel Stephenson vs

Juris: Carrington Junr Judgment by Cognovictionem Charles County vs Timothy Carrington Junior late of Charles County Plaintiff was attached to answer unto Daniel Stephenson of plea of trespass upon the Case and so forth And whereupon the same Daniel Stephenson by Jeremiah Chase his attorney complains that whereas the said Timothy Carrington Junior after the first day of May in the year of our Lord one thousand seven hundred and five for and on the fifth day of September in the year of our Lord one thousand seven hundred and forty six in Charles County made his certain Note in Writing called a Promissory Note with his proper hands thereunto subscribed bearing date the day year last mentioned and thereunto delivered the said Note to certain James Hall by which said Note the said Timothy promised to pay unto the said James Hall or Order the sum of one thousand and eighty Pounds of Merchantable Tobacco in one Hoghead for Value received by the said Note manifestly appears and the said sum of one thousand and eighty Pounds of like Tobacco as in the said Note or any Part thereof being not paid or satisfied to the said James Hall the said James Hall afterwards to wit the twentieth day of December in the year of our Lord one thousand seven hundred and forty seven in the County aforesaid by certain Indorsement writing then and there made on the said Note and thereunto subscribed with the proper marks and Name of the said James Hall assigned the said Note to the before mentioned Dan: Stephenson and by the same Indorsement order and Appointed the said Timothy Carrington Junior to pay to the same Daniel Stephenson the said sum of one thousand and eighty Pounds of like Tobacco in the said Note specified according to the form and Effect of the same Note of which assignment the said Timothy Carrington Junior afterwards to wit the day and year last mentioned at the County aforesaid had Notice and by Reason of the Premises as also by force of the Statute in such Cases made and provided the said Timothy Carrington Junior became liable to and Chargeable with the Payment of the said sum of one thousand and eighty Pounds of like Tobacco according to the tenor and Assignment aforesaid and the said Timothy Carrington Junr being so chargeable & in consideration thereof afterwards to wit the day and year last mentioned at the County aforesaid assumed upon himself and to the same Daniel Stephenson faithfully promised that he the said Timothy would well and truly pay and content to the same Daniel Stephenson the said sum of one thousand and eighty Pounds of like Tobacco when he should be thereunto afterwards requested Yet the said Timothy Carrington Junr his Promise and Assumption aforesaid inform aforesaid notwithstanding the least regarding satminding and fraudulently with the Daniel Stephenson in this Court aforesaid to receive and depaid the said sum of one thousand and eighty Pounds of like Tobacco to the said Daniel Stephenson hath not paid or in any sort Contented Altho' so to do the said Timothy was afterwards to wit on the first day of January