

and fifty four pounds of sound tobacco in each convenient in Charles County to be paid to them the said Stephenson & Steel when the same are offered and he should be requested Nevertheless the said Joseph altho' often requested the said sum of Three Thousand Two Hundred and fifty four pounds of sound tobacco in each convenient in Charles County or any part thereof to them the said Stephenson and Steel hath not paid or in any sort committed but the same to them the said Stephenson & Steel to pay or in any sort to Content hath hitherto altogether refused and still doth refuse to the damage of them the said Stephenson & Steel Six Thousand five Hundred & Eight pounds of sound tobacco in each convenient in Charles County & therefore suit is brought by a

Mr. the said Joseph by Jeremiah Chase his Attorney Comers Defends the force and injury taken &c. and prays appearing of the Writing obligatory and it is the duty to hold the said appearing of the condition of the same Writing and it is read unto him in these words Viz

The condition of the above obligation is such that if the above bound Joseph Nally do and shall well and truly pay or cause to be paid unto the said Messrs Daniel Stephenson and Henry Steel their certain Attorney Esq or Adm or Assigns the sum of Sixteen Hundred and Twenty four pounds of sound tobacco in two Hogheads hold to a convenient Landing at or upon the 28<sup>th</sup> day of November next ensuing the date hereof with legal interest for the same then the above obligation to be void & the same in full force and virtue Law but if default be made in payment of said sum of Sixteen Hundred and Twenty four pounds of sound tobacco then he shal pay any Attorney or any Court of record in the Kingdom of Great Britain France and Ireland or within the Province of Maryland or other his Majesties Dominions to appear for me at the suits of the above mentioned Stephenson and Steel and to receive a declaration on the above obligation and thereupon to Crisp Judgment by Nil dicit Cognovit actionem Nonsum Informatus or otherwise whereby releasing all the colors that may happen & upon the said Judgment without Execution thereupon, or in any of the proceedings therein relating

Which being read and heard the said Joseph by his Attorney afo. Comers defendes the force and injury taken &c. and the said Attorney saith that he is not informed by the said Joseph of any answer to given for the said Joseph to them the said Stephenson & Steel in the Premises nor hath he any other thing to say thereof to our or Disclusion of the action afo. of them the said Stephenson & Steel where by them the same Stephenson & Steel Remains afo. the said Joseph thereupon defended

Therefore it is considered that the said Stephenson & Steel Recover against the said Joseph his Debt & Costs afo. & his Damages by reason of Detaining the Debt to Two Thousand and Eighty four pounds of tobacco to the same Stephenson & Steel & their profit by the Court here adjudged and the said Joseph in money &c. & Mem: the said Joseph released the penalty on payment of Six: Sixpence of Penalties

Def. in arre

H. John Chesley

James Middleton & Jn. Gardiner

Debtor Judgment bond  
Judgment by Nonsum Informatus

Charles County J. James Middleton and Jn. Gardiner late of Charles County Planters & the called J. Middleton & Jn. Gardiner of Charles County Planters was summoned to answer unto John Chesley of St. Mary's County Merchant of plea that they rendered to him in the just and full sum of thirty two pounds two shillings Sterling money which he bears they owe and unjustly Detains &c.