

March Court Anno Domini 1748 291

Charles County s^c. December 22: 1748 I hereby certify that the above is a true copy taken from the Books of Walter Hanson which Books appears to be proved before Major Samuel Hanson in these words following Viz.

Hanson

Whereas Charles County s^c. on the fifth day of April 1748 James Walter Hanson before me one of his Lordships the Lord Proprietors Justices of the Peace for the County aforesaid made oath on the Holy Evangelists of Almighty God that the several foregoing accounts as they stand stated are just and true and that he nor any other Person by his order or to his use ever received any part or parcel of the said accounts or any security or satisfaction for the same more than due credit is given to the best of his knowledge

Hanson

Thereupon the said Richard by Henry Darnall his attorney Comes and Prays that the aforesaid Scott and Howard being Non Residents in the County aforesaid may give security for the Costs which the said Richard may spend in prosecuting his Suit according to the Rule and Practice here
Whereupon in Law there Walter Hanson of Charles County Merchant becomes Pledge and Security for the aforesaid Scott and Howard that in case the said Scott and Howard discontinue the Plea aforesaid against the said Richard or in the same be Mansuet then he the said Walter yields and grants that all and Singular the Costs which to the said Richard should be adjudged of his Lands and Chattels should be made and Levied unless the said Scott and Howard should pay and satisfy the same to the said Richard or their body in Execution by Reason thereof

Whereupon unto Court here in his proper person Comes James Mearns of Charles County Planter and becomes Pledge and Security for the said Richard that if it should happen the said Richard in the plea aforesaid should be Convict that then the said James yields and grants that as well the Damages aforesaid as all Costs which to them the said Scott and Howard in this Suit should be adjudged of his Lands and Chattels should be made and Levied to and for the use of the said Scott and Howard that if it should happen that the said Richard the Damages and Costs aforesaid to the said Scott and Howard should not pay or his body into the Custody of the Sheriff by Reason thereof
Attest the aforesaid Richard by his attorney aforesaid Comes and defends the force and Justice whereof and saith that he cannot deny the action aforesaid of them the said Scott and Howard nor but that he did assume upon himself in manner and form as the said Scott and Howard against him have complained nor also but that the said Scott and Howard have sustained Damages by means of not performing the Promises and Assumptions aforesaid to one Thousand Nine Hundred and Eight Pound of Tobacco as the said Scott and Howard above in declaring supposes
Whereupon the said Scott and Howard by their attorney aforesaid Prays Judgment of these Damages so acknowledged together with their Costs and Charges by him about their Suit in this Court laid out and Expended to them to be adjudged. Therefore it is considered by the Court here that the said Scott and Howard do recover against the said Richard their Damages aforesaid to one Thousand Nine Hundred and Eight Pound of Tobacco above acknowledged as also the sum of Two Hundred Eight Pound and one Quarter of a pound of Tobacco for their Costs and Charges by him about their Suit
Definied in this part laid out and Expended on his behalf by the Court here adjudged and the said Richard in money &c.