

June Court Anno Domini 1719

Whereupon at the Prayer of the said Jernett Administratrix aforesaid ruled that the said William give special Bail in the Plea aforesaid and for Want thereof the said William Present hereon Court is committed into the custody of the Sheriff namely Samuel Hanson Gentleman there to remain until 26th. And the said William in Custody as aforesaid by Thomas Clark his Attorney comes and defends the said and Injury when he and says that he cannot deny the action aforesaid of him the said Jernett Administratrix nor but that he did assume upon himself in manner and form as the said Jernett Administratrix above against him both the Complaince nor also but that the said Jernett Administratrix hath sustained Damages by means of not performing the Promises and Assumptions aforesaid to Three Pounds Seven Shillings and Ten Pence Currency as the said Jernett Administratrix above in declaring supposes.

Whereupon the said Jernett Administratrix aforesaid by Jeremiah Chase her Attorney aforesaid prays Judgment and that Damages so acknowledged together with his Costs and Charges by him about his Suit in this Court laid out and Expended to him to be adjudged. Therefore it is considered by the Court that the said Jernett Administratrix aforesaid do recover against the said William her Damages aforesaid to Three Pounds Seven Shillings and Ten Pence Currency above acknowledged as also the sum of four Hundred and Sixty Pounds and one half pence of Tobacco for her Costs and Charges by him about her Suit in this Court laid out and Expended on his aforesaid by the Court here adjudged and the said William in mercy &c.

Definied

Wm. William Gray, Esq. Plaintiff } Ann Greenfield } Debt of 25 Tobacco
 John Henly's Wif. } William Carter } with Copy left in Time

Thomas Hungerford, Esq. } Debt of 119 Tobacco

Thomas Parron. } Judgment Cognovit Actionem

Charles County, s^r. Thomas Parron late of Charles County Esq. was Attached to answer unto Thomas Hungerford of a Plea of Trespass upon the Case and so forth

And Whereupon the said Thomas Hungerford by Jeremiah Chase his Attorney complains that whereas the said Thomas Parron the first day of January in the year of our Lord one Thousand Seven Hundred and forty Eight at Charles County aforesaid was Indebted to the said Thomas Hungerford in the sum of Seven Hundred and Nineteen Pounds of Tobacco for divers Articles lying Property in an Account by the Particular Account thereof herewith into Court brought may appear and being so thereof Indebted the said Thomas Parron in consideration thereof afterwards to wit the day and year aforesaid in the County aforesaid upon himself assumed and to the said Thomas Hungerford then and there faithfully Promised that he the said Thomas Parron the said sum of Seven Hundred and Nineteen Pounds of Tobacco to the said Thomas Hungerford would well and truly content when thereunto afterwards he should be requested.

Nevertheless the said Thomas Parron his Promise and Assumption aforesaid in form aforesaid made not in the least observing but minding and fraudulently Intending him the said Thomas Hungerford in this Part craftily and Subtly to deceive and defraud the said Thomas Parron the said sum of Seven Hundred and Nineteen Pounds of Tobacco many part thereof to the said Thomas Hungerford neither at Law or in any sort Contented altho' so to do the said Thomas Parron was on the first day of April in the year of our Lord one Thousand Seven Hundred and forty Nine and often before and since at Charles County aforesaid by the said Thomas Hungerford requested but the said Thomas Parron the said sum of Seven Hundred and Nineteen Pounds of Tobacco in any sort to Content hath hitherto altogether Refused and Still doth Refuse to the damage of the said Thomas Hungerford fourteen Hundred and Thirty Eight Pounds of Tobacco. And therefore Suit is Brought and so forth.

Test: H. John Doe
 Rich. Roe