

August Court Anno Domini 1759

And the said Philip by his said Attorney prays further Licence thereof to Impar le here until the Next Court to be holden at Charles Town the second Tuesday in June Next and he hath and the same day is given to the same Mary here 86. And which day to wit the second Tuesday in June afo. Comes here as well the said Mary by her Attorney afo. as the said Philip by his Attorney afo. and the said Philip by his said Attorney Prays further Licence thereof to Impar le here until the Next Court to be holden at Charles Town on the second Tuesday in Aug. Next and he hath it and the same day is given to the same Mary here 86. And now here at this day to wit the second Tuesday in August afo. Comes and file the said Mary by her Attorney afo. as the said Philip by his Attorney afo. and the said Philip by his said Attorney Comends and defends the force and Injury when 86. and saith that he cannot deny the Action afo. of her the said Mary nor but that he did assume upon himself in manner and form as the said Mary in her Declaration afo. above against him hath complained, nor also but that the said Mary hath sustained Damages by means of not performing the Promises and assumptions afo. to Staty Bonds Current Money of Maryland as the said Mary above in declaring supposes. Whereupon the said Mary by her Attorney afo. prays Judgment and those Damages so acknowledged together with his Costs & Charges by him about his Suit in this Court sustained to here to be Adjudged

Therefore it is considered that the said Mary Compters do recover against the said Philip her Damages aforesaid to Staty Bonds Current Money of Maryland above acknowledged as also the sum of Two Hundred and Fifty Two Pounds and one half pound of Tobacco for her Costs and Charges by him about her Suit in this Court said out and Expended on her Assent by the Court here Adjudged and the said Philip in Money 86.

Quia in meo

1759 Alexander Black

1759 Thomas Coleman Nonprose for want of Security for Costs

Charles County fo. Thomas Coleman late of Charles County Planter was Attached to Answer unto Alexander Black of aforesaid of Trespase upon the Case and so forth

And Whereupon the same Alexander Black by Thomas Lee his Attorney complains that whereas the said Thomas the Eighteenth day of November in the year of our Lord one Thousand Seven Hundred and forty five at Charles County afo. was Indebted to the said Alexander in the sum of five pounds fourteen shillings and four pence for divers Articles lying properly in an Account as by the Particular Account thereof here within Court brought may appear and being so thereof Indebted the said Thomas in consideration thereof afterwards to wit the day and year afo. at the County afo. upon himself assumed and to the said Alexander Black then and there faithfully Committed that he the said Thomas Coleman the said sum of five pounds fourteen shillings and four pence to the said Alexander Black when thereunto afterwards he should be requested well and truly would Content and pay. Never the less the said Thomas Coleman his Promise & assumption afo. not regarding, but minding and fraudulently Intending the same Alexander in this part Craftily and Subtly to deceive and defraud the said Alexander Black the said sum of five pounds fourteen shillings and four pence or any part thereof to the same Alexander hath not Paid nor him for the same in any sort Contented altho the said Thomas Coleman afterwards to wit the first day of June in the year of our Lord one Thousand Seven Hundred and forty Seven and often afterwards at Charles County afo. by the same Alexander hath been Requested but the same to him hitherto to pay or him for the same in any sort to Content he hath altogether Refused and still doth Refuse

Refuse