

August Court Anno Domini 1759

Tenor of the Note aforesaid and so being Chargeable the said Richard afterwards to wit the day and year last mentioned at the County aforesaid upon himself assumed and to the said John Simple then and there faithfully promised that he the said Richard Nally the said sum of Twelve Hundred fifty and two pounds of Crop Inspected Tobacco aforesaid to the said John when thereunto afterwards he should be requested well and truly would consent and pay nevertheless the said Richard his promise and assumption aforesaid not in the least regarding but minding and fraudulently intending the same John Simple in this part craftily and Subtly to deceive and defraud the said sum of Twelve Hundred fifty and three pounds of Crop Inspected Tobacco aforesaid many part thereof to the same John hath not paid with the note do the said Richard Nally was on the first day of April in the year of our Lord one thousand seven hundred and forty Nine and often since at Charles County aforesaid to pay the same but that unto him hether to, to pay for Content the said Richard Nally hath hether to altogether refused and still doth refuse to pay the same to the damage of him the said John Simple Two thousand five hundred and four pounds of Crop Inspected Tobacco aforesaid and therefore Suit is brought and so forth

John Doe
Plaintiff
Richard Roe
Defendant

Whereupon into Court here in his proper person comes Thomas Bailey of Charles County planter & business pledge and Security for the said Richard Nally that if it should happen the said Richard in the plea aforesaid should be proved that then the said Thomas yielded and granted that as well the Damages aforesaid as all Costs which to the said John Simple in this part should be adjudged of his Lands and Chattels should be made and Levied to and for the use of the said John Simple that if it should happen that the said Richard Nally the damages and Costs aforesaid to the said John Simple should not pay or his body into the Custody of the Sheriff by Reason thereof tender. And the aforesaid Richard in his proper person comes and defends the force and Jurisdiction &c. and says that he cannot deny the Action aforesaid of him the said John Simple nor but that he did assume upon himself in manner and form as the said John Simple against him hath complained nor also but that the said John Simple hath sustained damages by means of not performing the Promises and Assumptions aforesaid to Twelve Hundred and fifty two pounds Crop Inspected Tobacco as the said John Simple above in declaring supposes. Whereupon the said John Simple by their attorney aforesaid prays Judgment and those Damages so acknowledged together with his Costs and Charges by him about his Suit in this part laid out and Expended to him to be adjudged. Therefore it is considered by the Court here that the said John Simple do recover against the said Richard Nally his damages aforesaid to Twelve Hundred and fifty two pounds Crop Inspected Tobacco above acknowledged as also the sum of Two Hundred fifty pounds and one Quarter of a pound of Tobacco for his Costs and Charges by him about his Suit in this part laid out and Expended on his aforesaid by the Court. Defⁿ in this here adjudged and the said Richard Nally in many &c.

Hugh Mitchell Attachment on Warrant
Memorandum Costs valued at 20s 6d 1/2 Cent.

Patrik McGowan Condemnation for Dam^s Costs

Beit Remember'd that Hugh Mitchell Pursuant to the Directions of the City Assembly in those Resolutions made and Provided lodged with the Clerk of the Court here the following Quaint and Warrant for Attachment &c.

April 15 th 1759	To 5 yards brown holland @ 3/-	15
	To 5 yards straight holland @ 2/-	10
N. 13	To 1 lb of thread @ 1/6 yard fresh Ozonab @ 1/6	3
	To 100 Col. Thread	6
	To 1 fine Wall 30s paper	10
		44
		10
		54

Virg^l 54
L 10