

November Court Anno Domini 1759

James Owen McDaniel Esq. Attorney General vs. James Owen McDaniel Esq. & William Lindsey Count.
William Lindsey Count.

James Allen Davies Assignee of Debtors vs. Hugh Mitchell Esq. & William Davis.
Patrick Duffy vs. William Davis.

James John Howard vs. John Howard.

James William Howard Judgment According to Law

Charles County vs. William Howard late of Charles County Planter was attached to answer unto John Howard of plea of Trespass upon the Case and of tort.
And Moreover the same John by Jeremiah Chase his Attorney complains for the tort whereof the said Wm Howard after the first day of May in the year of our Lord one thousand seven hundred & five now it on the Twelfth day of July in the year of our Lord one thousand seven hundred and forty eight at Charles County afo. did make his certain Note in Writing called a promissory Note with his proper hands and Name thereto subscribed bearing date the same day and year last mentioned and the said Note unto the said John Howard in the day and at the County last afo. did deliver by which said Note the said Wm Howard promised and obliged himself to pay or cause to be paid unto the said John Howard by the Name of John Howard Merchant in Glasgow or his Assigns the full and just sum of Twelve Hundred & Eleven Pounds of Merchantable Tobacco being for Value Received by the virtue whereof and also by force of the Statute in such Case made and Provided the said William Howard became liable & chargeable to pay unto the said John Howard the said sum of Twelve Hundred and Eleven pounds of Merchantable Tobacco according to the tenor of the Note afo. and also being chargeable the said Wm Howard afterwards to wit the day and year last mentioned at the County afo. upon himself assumed and to the said John Howard himself there faithfully promised that he the said Wm Howard the said sum of Twelve Hundred and Eleven pounds of Merchantable Tobacco to the said John Howard upon the said afterwards he should be requested well and truly would content and pay NOTWITHSTANDING the said Wm Howard his Promise & Assumption afo. made not in the least regarding subverting and fraudulently intending the said John Howard in this Court craftily and slyly to deceive and defraud the said Wm Howard the sum of Twelve Hundred and Eleven pounds of Merchantable Tobacco or any Part thereof to the said John Howard hath not paid altho so to do the said William Howard was afterwards to wit on the 15th day of July in the year of our Lord one thousand seven hundred and forty nine and often since at Charles County afo. requested by the same John Howard requested but that unto him to wit to, to pay or him for the same in any sort to content hath altogether refused and still doth refuse to the damage of him the said John Howard Two thousand four hundred and twenty two pounds of Merchantable Tobacco therefore suit is brought and afo. the said John Howard

Plad: vs. John Doe

Whereupon into Court here in their proper person came Edward Innes Esq. Richard Matthews Thompson of Charles County Planter and becomes pledge and security for the said William Howard that if it should happen the said William in the place afo. should be convicted that then the said Edward Innes & Richard Matthews granted that they will the Damages afo. as all Costs which to the said John Howard in this part should be adjudged of their Lands & Chattels should be made and paid for the use of the said John that if it should happen the said William the Damages & Costs afo. to the said John should not pay or his body into the Custody of the Sheriff by Reason thereof tender. And the afo. William Howard by William Middleton his Attorney comes and defends the force and injury whereof and says that he cannot deny the action afo. of him the said John Howard nor that he did assume upon himself in manner and form as the said John Howard above say him to be (Comp. Lewis)