

Granted that as well the Damages as all costs which to the said Thomas Hangerford in the part should be adjudged of this Cause and Chatter should be made and paid to and for the use of the said Thomas that if it should happen the said John the Damages should be paid to the said Thomas should not pay out his body into the custody of the Sheriff by reason thereof And the said John Hangerford in his proper Person comes and defends the force and injury which he and says that he cannot deny the action of the said Thomas nor but that he did appear upon himself in manner and form as the said Thomas above Against both Complainers nor also but that the said Thomas hath sustained Damages by means of not performing the Promise and a sumption of to Nine Hundred and seventy six pounds of Tobacco as the said Thomas above in Declaring Supposed. Whereupon the said Thomas by Jeremiah Chase his attorney at law praves and sheweth that those Damages is acknowledged together with his Costs and Charges by him about this suit in this part laid out and expended to him to be adjudged. Therefore it is considered by the Court that the said Thomas Hangerford do recover against John Hudd his Damages of to Nine Hundred and seventy six pounds of Tobacco above acknowledged as also the sum of One Hundred and eighty three pounds of Tobacco for his Costs and Charges by him about this suit in that part laid out and expended on his account by the Court has adjudged and the said Def. in this John Hudd in Money to —

James Samuel Hanson Esq. Debts 950.
 & Thomas S. Clair Judgment of Plaintiff in Action

Charles County ss. Thomas S. Clair late of Charles County Planter otherwise called Thomas Clair Clair was summoned to answer unto Samuel Hanson Esq. that he had lent him the full and just sum of Nine Hundred and fifty Pounds of Good sound Merchantable Leaf Tobacco in one Hoghead Clear of wood which to him he owes and unjustly detains and uses it. And whereupon the same Samuel by Jeremiah Chase his attorney sheweth that whereas the said Thomas the twenty fourth day of October in the year of our Lord one Thousand seven Hundred and forty Eight at Charles County ss. by his certain Writing obliging bound himself to pay to the said Samuel the said sum of Nine Hundred and fifty Pounds of Good sound Merchantable Leaf Tobacco in one Hoghead Clear of wood to be paid to the said Samuel when he should be requested. Nevertheless the said Thomas hath often requested the said Samuel Nine Hundred and fifty Pounds of Tobacco money but that the said Samuel hath not paid but the same to him to pay hath hitherto altogether refused and still doth refuse wherefore he with him is the loss and hath Damage to the value of Two Hundred pounds of Tobacco and therefore he brings suit and so forth and he brings hereto Court this day which the Debt is in some ss. To Shew whose date is the day and year aforesaid. Test. &c. John Doe

And the said Thomas S. Clair by his attorney comes and defends the force and injury which he says and praves appearing of the Writing obliging aforesaid and sheweth that he is Plaintiff in the words following to wit. Charles County ss. Thomas to pay unto M. Samuel Hanson Esq. the full and just sum of Nine Hundred and fifty Pounds of Good sound Merchantable Leaf Tobacco in one Hoghead Clear of wood for the value received as the said Samuel hath said this 27 day of October 1758. Witness Thomas Hangerford

Whereupon unto Court herein his proper Person comes Andrew Chum of Charles County Planter and becomes Plaintiff in the said Thomas S. Clair that if it should happen the said Thomas in the Plea of the said should be convicted that then the said Andrew should and Grant that as well the Debt aforesaid as all Damages and Costs which to the said Samuel in the Plea of the said should be adjudged of his Land and Chattels should be made and paid to and for the use of the said — (Same.)