

And the Said George Plowden by Joshua Cecell his Attorney comes and defends the Force and Injury when etc. and Prayeth Licence to imparle here untill the next Court comeing and it is Granted unto him the Same Day is Given to the Plaintiff likewise. Att which day to witt the 26th day of September Annoque Domini 1699 here came as well the Said John Meryton in his Propper person as the Said George Plowden by Joshua Cecell his attorney And the Said John Meryton Prayeth that the Said George Plowden to his Declaration afforesaid may answer.

And the Said George Plowden by his Attorney aforesaid comes and Defends the Force and Injury when etc. and Saith that he oweth not the Five hundred or any Part thereof as the Said Plantive against him hath Declared. and of this he Putts himselfe upon the Court. Joshua Cecell.

And the Plaintiff allso. John Meryton.

Whereupon the Court haveing read and Fully understood the Alligations of the Parties on both Sides and the Wittnesses on both Sides being fully heard by the Assent of the Parties aforesaid. etc.

[495] Therefore it is Considered by the Court that the aforesaid John Meryton recover against the Said George Plowden Defendant as well the Sume of five hundred pounds of Tobacco his Debt aforesaid as allso the Sume of two hundred Eighty Eight pounds of Tobacco Costs of Suite to the Said Plaintiff of his assent by the Court here adjudged and that the Said George Plowden be in mercy.

James Williams Administrator Plaintiff: John Hill and uxor Defendant

John Hill Late of Prince Georges County Planter and Mary his wife Lately Called Mary Wallis of Prince Georges Widdow was attached to answer unto John Chapman Executor of the Last will and Testament of James Williams Late of Prince Georges County Deceased of a Plea of Tresspass upon the Case etc.

And whereupon the Said John Chappman by Joshua Cecell his Attorney Complaineth that whereas the Said Mary whilst She was Sole to witt the 20th day of March in the year of our Lord 1697 [1698] att Charles Towne within the Jurisdiction of this Court in the life time of the Said James in Consideration that the Said James att the Espeaciall Instance and request of the Said Mary whilst She was Sole would Lend her the Said Mary Eight hundred lbs. of Tobacco in the hands of one Phillip Trottershall being soe much Tobacco that the Said Phillip Trottershall at that time owed to the Said James the Said Mary did assume upon herselfe and to the Said James in his Lifetime then and there faithfully Promise that She the Said Mary the Sume of Eight hundred pounds of Tobacco Sometime the next Winter unto the Said James would well and truely Content and Pay And the Said John Chappman in fact Saith that the Sayd James in his Life time the Day year and Place afforesaid did lend unto her the Said Mary whilst She was sole the Said Sume of Eight hundred pounds of Tobacco in the hands of the Said Phillip Trottershall according to the request of the Said Mary whilst She was Sole as afforesaid Nevertheless the Said Mary whilst She was Sole her promise and assumption aforesaid Little regarding but mindeing and fraudulently intending him the Said James in his Life time in this behalfe Craftily and Subtilly to deceive and defraud the Said Sume of Eight hundred pounds of Tobacco Sometime the next winter according to her Promise and assumption aforesaid hath not Paid Nor the Said John Hill and Mary his wife nor Either of them Since the Espowsalls between them had and Celebrated