

And whereupon the Said Joseph and Company by Joshua Cecell their Attorney Complaineth that whereas the Said Richard in his Lifetime that is to Say the        day of        in the year of our Lord 169    att Charles Towne within the Jurisdiction of this Court Stood indebted unto them the Said Joseph and Company in the Sume of Six hundred and forty pounds of Tobacco being for Severall goods wares and Merchandizes by the Said Joseph and Company Sold and Delivered to the Said Richard as by a Peticular account thereof here in Court produced may more att Large appear And the Said Richard in his Life time in Manner aforesaid being indebted inconsideration thereof the Said Richard did assume upon himselfe and to them the Said Joseph and Company then and there Faithfully Promise that he the Said Richard the Said Sume of 640 lbs. of Tobacco when he Should be afterwards thereunto Requested unto them the Said Joseph and Company would well and truly Content and Pay Nevertheless the Said Richard in his Life time his Promise and assumption soe as aforesaid made little regarding but mindeing and fraudulently intending them the Said Joseph and Company in this behalfe Craftily and Subtily to deceive and defraud the Said Richard in his Lifetime Nor the Said Thomas Since his Death to whom administration of the Goods and Chattles of the Said Richard after his Death was in due Course of Law Committed the Said Sume of 640 pounds of Tobacco or any part thereof to them the Said Joseph and Company hath not Paid although the Said Richard in his Life time the Day and Place aforesaid and the Said Thomas Since his Death at Charles Towne aforesaid to pay the Same to them the Said Joseph and Company hath been often thereunto requested but the Said Richard in his Lifetime and the Said Thomas Since his Death the Said Sume of 640 lbs. of Tobacco to Pay to them the Said Joseph and Company hath denyed and Still doth denye to the Damage of them the Said Joseph and Company of 1200 lbs. of Tobacco and thereupon they bring their Suite etc.

Pledges etc.    John Doe, Richard Roe.        Joshua Cecell.

And the Said Thomas Box by John Meryton comes and defends the force and Injury when etc. and Prayeth Lycence to imparle here untill the Next Court and it is Granted unto him the Same day is Given unto the Plaintiffs Likewise.

Att which day (to witt) the 26th day of Sept. Annoque Domini 1699. Came as well the Said Joseph Jackson and Company by Joshua Cecell their Attorney aforesaid as the Said Thomas Box by his attorney and the Said Joseph Jackson and Company Prayeth that the Said Thomas Box to their Declaration aforesaid may answer.

And the Said Thomas Box Administrator of the Said Richard Chaffe by John Meryton his Attorney comes and defends the force and Injury when etc. And for plea Saith that the Plaintiffs their Action against him to have and Mainteine ought not for that the Declaration is altogather insuficient to Maineteine the Same in regard there is noe day of the Month nor date of the Same Sett forth in the Plan[tiff's] Declaration which is altogather uncertaine wherefore the Said Defendant Prays Judgement of the Court if the Plaintiff his Judgement against him to have and Maineteine ought but the Same may abate.        Meryton for the Defendant.

Therefore it is Considered that the Said writt be quashed and that the Said Joseph Jackson and Company take nothing by his Said writt but be in Mercy but be in mercy for their falce Clamour and the Said Thomas Box goe thereof without day. etc.