by his said Attorney defends the force and Injury when and so forth and prays Leave to Imparle hereunto until next Court and he hath it and the same day is given to the said Christopher Lowndes and Company also

At which said next Court to wit the 14th Day of April Anno Domini 1761 Come again the said Parties plaintiffs and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiffs also

At which said next Court to wit the 8th Day of September Anno Domini 1761 Came again the said Parties Plaintiffs and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiffs also

At which said next Court to wit the 13th Day of April Anno Domini 1762 Come again the said Parties Plaintiffs and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the Plaintiffs also

At which said next Court to wit the 11th Day of September Anno Domini 1762 Come again as well the said Christopher Lowndes & Company by their Attorney aforesaid as the said Benjamin Bell Junior by his Attorney aforesaid and the said Benjamin Bell Junior by his said Attorney (as before) Defends the force and Injury when and so forth and saith that the aforesaid Christopher Lowndes &c. their Action aforesaid against him to have or maintain ought not because he saith that before the Impetration of the Original Writ in this Cause to wit the day of in the year of our Lord one thousand seven hundred and at the County aforesaid he the said Benjamin did pay unto the said Christopher &c. the aforesaid sum of Tobacco in the Condition aforesaid mentioned and the Interest thereon due according to the form and effect of the same Condition and this he is ready to verify wherefore he prays Judgment if the said Christopher &c. their Action aforesaid against him to have or maintain ought &c.

And the aforesaid Christopher & Company say that they by any thing by the aforesaid Benjamin above in pleading alledged from having and maintaining their Action aforesaid ought not to be precluded because they say that the aforesaid Benjamin did not pay to them the said Christopher and Company

(the)

the aforesaid sum of Tobacco in the Condition aforesaid mentioned and the Interest thereon due as the aforesaid Benjamin hath above by pleading alledged and this they pray may be enquired of by the Country and so forth And the aforesaid Benjamin in like manner and so forth Nevertheless the said Benjamin Bell Junior by his Attorney aforesaid relinquishing the Averment above by him pretended says that he cannot deny the Action aforesaid of the aforesaid Christopher Lowndes and Company so as aforesaid against him brought nor but that he owes to the aforesaid Christopher Lowndes and Company the aforesaid sum of twelve thousand seven hundred and ninety seven pounds and one half pound of Cop Tobacco in manner and form so as the aforesaid Christopher Lowndes and Company above against him hath declared

Therefore It is Considered by the Justices here that the said Christopher Lowndes and Company recover against the said Benjamin Bell Junior as well the sum of twelve thousand seven hundred and ninety seven pounds and one half pound of Tobacco their Debt aforesaid as also the sum of Pounds of Tobacco by the Court here unto the

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said Christopher Lowndes & Company on their Assent adjudged as well for their Damages sustained by Occasion of the Detention of that Debt as for their Costs and Charges by them about their Suit in this Behalf laid out and Expended And the said Defendant in Mercy &c.

Test. Reverdy Ghiselin Clk

NB. The remainder of this Term is entered in Liber D.D. No. 3