said Attorney prays 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 Second Tuesday of April Anno Domini 1766 Comes 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 third Tuesday in October Anno Dom 1766 Comes again the said Thomas Contee & Company by their aforesaid and the said Thomas Contee and Company by their said Attorney Prays that the said John Newman to their Declaration aforesaid in the Plea aforesaid may answer but the said John Newman all the Solemnly called comes not but makes Default Whereby the said Thomas Contee & Company remains against the said John Newman wholy undefended Therefore it is Considered by the Justices here that the said Thomas Compar Company recover against the said John Newman as well the sum of Fifteen thousand two hundred and Sixty pounds of Crop Tobacco, Eight pounds Eighteen Shillings Currency, Thirty four pounds four Shillings Sterling their Debt aforesaid as also
a/c/d 656/8 the Sum of pounds of Tobacco by the Court here unto them on their Agreed Assessed for their Damages Sustained by means of Detaining that Debt as for their Costs and Charges by them about their Suit in that behalf Laid out and Expended and the said Defendant in Mercy &c

Test Reverdy Ghiselin Clk

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176 Richard Clay & Thomas Midgely against Thomas Contee & Henry Trendall Executors of Benjamin Trendall } c Maryland, to wit. Thomas Contee and Henry Trendall late of Charles County Gentlemen Executors of the Testament and Last will of Benjamin Trendall late of the same County deceased were Attached to answer unto Mess^rs Richard Clay & Thomas Midgeley in a plea of trespass upon the case and so forth. And whereupon the said Richard and Thomas Midgely by John Hall their Attorney complain that whereas the aforesaid Benjamin in his Lifetime to wit on the Day of in the Year of our Lord Seventeen hundred and at Charles County aforesaid was Indebted unto them the said Richard & Thomas Midgely in the sum of One hundred and Sixty one pounds fifteen Shillings and three pence three farthings Sterling money for divers Goods wares and Merchandizes of them the said Richard and Thomas Midgely to him the said Benjamin in his Lifetime and at his Special Instance and request by them the said Richard and Thomas Midgely before that time there Sold and Delivered and being so thereof Indebted the aforesaid Benjamin in Consideration thereof afterwards to wit the Day and Year last aforesaid at the County aforesaid upon)

upon himself as sumed and to the said Richard & Thomas Midgely then & there faithfully promised that he the said Benjamin the aforesaid Sum of Sterling to them the said Richard and Thomas Midgely when afterwards he should be thereunto required would well and truly content and pay And Whereas the aforesaid Benjamin in his Lifetime afterwards to wit on the Day and Year aforesaid at Charles County aforesaid in Consideration that the aforesaid Richard and Thomas Midgely had before that time at the like Special Instance and request of him the said Benjamin in his lifetime there sold and Delivered to him the said Benjamin in his Lifetime divers other goods wares and Merchandizes of them the said Richard & Thomas Midgely upon himself as sumed and to the said Richard and Thomas Midgely then & there faithfully promised that he the said Benjamin so much Sterling money as the Goods wares and Merchandizes aforesaid last mentioned at the time of the sale and Delivery thereof as aforesaid were Reasonably worth to them the said Richard and Thomas Midgely when afterwards he should be thereunto required would well and truly content and pay And the aforesaid Richard & Thomas Midgely in fact say that the goods wares and Merchandizes last aforesaid at the time of the Sale and Delivery thereof as aforesaid to the said Benjamin were Reasonably worth one other sum of One hundred and fifty one Pounds fifteen Shillings and three Pence three farthings Sterling Money aforesaid to wit at Charles County aforesaid whereof the said Benjamin in his lifetime there had Notice Nevertheless the aforesaid Benjamin in his lifetime and the aforesaid Thomas Contee and Henry Trendall since the Death of him the said Benjamin the several Promises and Assumptions aforesaid of him the said Benjamin in his lifetime so as aforesaid made not regarding but minding and fraudulently intending them the said Richard & Thomas Midgely in this Behalf craftily and subtilly to deceive and defraud the aforesaid Severally Sums of Money or either of them or any part of them of them to the said Richard & Thomas Midgely have not contented or paid, although so to do the aforesaid Benjamin in his lifetime afterwards to wit on the Day and Year last aforesaid at the County aforesaid and the aforesaid Thomas Contee and Henry Trendall since the Death of the said Benjamin to wit on the Day of in the Year of our Lord Seventeen hundred & at Charles County aforesaid and often afterwards at the County aforesaid by the said Richard and Thomas Midgely were requested But the same or either of them or any part of either of them to the said Richard and Thomas Midgely to content or pay the aforesaid Benjamin in his lifetime and the said Thomas Contee and Henry Trendall since the Death of him the said Benjamin have hitherto altogether refused and the said and the said Thomas Contee and Henry Trendall still do refuse to the Damage of them the said Richard and Thomas Midgley in the sum of Three hundred Pounds Sterling Money and therefore they bring suit and so forth

Pledges &c so forth John Doe & Richard Roe

And the aforesaid Thomas Contee and Henry Trendall Executors as aforesaid by Philip Thomas Lee their Attorney come and Defend the force and injury when so forth and prays leave to imparle hereunto until next Court and he hath it and the same