of the said Thomas Hewitt by his attorney aforesaid it is ruled by the Court here that the said James Waring answer to the declaration aforesaid of the said Thomas Hewitt in the plea aforesaid. And unless the said James Waring answer to the declaration aforesaid of the said Thomas Hewitt Judgment will be rendered against him by default. And the said James Waring by his attorney aforesaid defends the force and injury when and forsoth; and prays leave of the Court here to Imparle until the second Tuesday of October next and then to answer, and to him it is granted, the same day is given to the said Thomas Hewitt also. At which said second tuesday of the same month in the year of our Lord one thousand seven hundred and and ninety six, comes again into the General Court here as well the said Thomas Hewitt by his attorney aforesaid as the said James Waring by his attorney aforesaid: and the said James Waring by his attorney aforesaid, comes and defends the force and injury when and forsoth and saith that the said Thomas Hewitt his action aforesaid against him to have or maintain ought not. Because he says that he the said James Waring did pay unto the said Thomas Hewitt the said sum of money in the Condition of the said writing obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing obligatory, and this he is ready to verify, wherefore he prays Judgment if the said Thomas Hewitt his action aforesaid against him to have or maintain ought &c forsoth: And the said Thomas Hewitt by his attorney aforesaid saith that he by any thing by the said James Waring above in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded because he saith that the said James Waring did not pay unto him the said Thomas Hewitt the said sum of money in the Condition aforesaid mentioned with the Interest thereon in manner and form as the said James Waring above by pleading hath alledged, and this he prays may be enquired of by the Country: And

(the)

the said James Waring in like manner and forsoth.

Wherefore let a Jury thereon come before the Court here on the second Tuesday of May next by whom &c forsoth and who neither &c forsoth to recognize and forsoth, because as well and forsoth, the same day is given to the parties aforesaid then and there &c forsoth.

And now here at this day to Wit the said second tuesday of May being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety seven comes again into the General Court here as well by the said Thomas Hewitt by his attorney aforesaid, as the said James Waring by his attorney aforesaid and the said James Waring by his attorney aforesaid relinquishing the averment above by him pretended saith that he cannot deny the action aforesaid of the said Thomas Hewitt so as aforesaid against him brought, nor but that he owes to the said Thomas Hewitt the said sum of Current money in manner and form as the said Thomas Hewitt above against him hath declared. Therefore it is considered by the Court here that the said Thomas Hewitt recover against the said James Waring as well the sum of two hundred and eighty pounds Current money his debt aforesaid in sum aforesaid confessed as the quantity of seven hundred and twenty seven pounds of tobacco, by the Court here unto the said Thomas Hewitt on his assent adjudged as well for his damages sustained by reason of the detention of that debt, as for his Costs and Charges by him about his suit in this behalf laid out and expended; And the said James Waring in mercy and &c forsoth.

Memorandum Judgment was rendered in this Cause on the twentieth day of May in the year of our Lord one thousand seven hundred and ninety seven for penalty and Costs, and the Plaintiff agrees to release the penalty upon the payment of Principal Interest & Costs, and agrees to stay execution till the first day of August next, payments if any to be allowed.

Sett. John Grimm Clk.

Jonathan Rawlings admor de bonis non of Francis Rawlings against Howard Duvall

Be it remembered that heretofore to wit on the sixth day of July in the year of our Lord one thousand seven hundred and ninety one, Henry Baldwin administrator de bonis non of Francis Rawlings