April Term 1789.

Williams at the suit of the said William Molleson in an action of debt brought by the said William Molleson against the said Baruch Williams in the General Court. They acknowledge themselves to be content therewith this seventh day of April 1780. before Stephen Heyland. Jeremiah Baker And thereupon further process of and upon the premises afd between the parties aforesaid by consent of the said parties and their attorneys afd and by order of the Court herein thereon was continued until the second Tuesday in September then next following. At which day, to wit, the said second Tuesday in September in the year afd came again the parties afd by their attorneys afd and the afd William Molleson by his attorney afd prayed that a rule of Court be made for the afd Baruch Williams to file his plea and answer to the declaration afd of him the afd William Molleson at the next April Term, and it was granted unto him: and the afd Baruch Williams by his attorney afd defends the force and injury when &c. and prays leave to imparle thereto until the second Tuesday in April Term next, and it was granted unto him the same day was given to the afd William Molleson and so forth.

And now here at this day, to wit, the said second Tuesday of April in the year seventeen hundred and eighty nine here come again aswell the said William Molleson by his attorney afd and the said Baruch Williams by his said attorney and the said Baruch by his attorney afd defends the force and injury when &c. and says that he cannot gainsay the action of the said William Molleson nor but that he owes and justly stands indebted to the said William Molleson in the afd sum of eight hundred and eleven pounds, two shillings, sterling, value of One thousand three hundred and fifty one pounds, sixteen shillings and eight pence current money in manner and form as the said William Molleson above against him complains. Therefore it is considered that

the said William Molleson do recover against the said Baruch Williams the debt afd in form afd in form aforesaid; as also the quantity of six hundred and forty one pounds and four fifths of a pound of Tobacco by the Court here rents the said William Molleson on his Afsmt adjudged aswell 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 Baruch Williams in mercy &c. Ja Earle Clk:

Memorandum. Judgment for value and costs to be released on payment of £305.9.9 Sterling and Interest from 3d September 1783 and Costs and also on payment of such further sum as Peregrine Letherbury and William Cooke shall ascertain and award to be due from Defendants to Plaintiff on two Promissory notes made by Defendant and brother Thomas Williams dated the 10th day of January 1775. for interest and costs of aforesaid suit on account rendered; and if it should appear to said Cooke and Letherbury that the sum of Sixty two pounds two shillings charged in the account filed in this cause by Mollison have not been credited in the account rendered and on which suit was brought before the giving the bond aforesaid, then the same sixty two pounds, two shillings sterling shall be deducted from the afd sum of £305.9.9 Sterling, execution to be stayed until the next term.

April 27th 1789. (Signed 5th of May 1789) W Cooke for Plff: Per Letherbury Atty Defts

We adjudge the sum of Six pounds Current money to be due on the notes within mentioned, Witness our hands this 20th day of April 1790. Per Letherbury W Cooke

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William Mollison
use of Matthew Dighman
@
Basil Williams

Be it remembered that this judgment is like the proceeding against Baruch Williams. Co. 566/5

Ja Earle Clk: