Lord One thousand Six hundred Seventy six, by his certaine bill or writing obligatory Sealed with the Seale of him the said Richard Swetnam in Court produced whose date is the day & yeare aforesaid did acknowledge himselfe to be owing & stand justly indebted unto Capt. John Quigley of the City of St. Maryes Merchant in the just & real quantity of five thousand pounds of good sound & Merchantable tobacco & caske to be paid to the aboves[aid] John Quigley his heires Exrs Admrs or assignes all sound conteining & place in St. Maryes County aforesaid upon the tenth day of October next ensuing the date thereof, the aboves[aid] Richard Swetnam did thereby binde himselfe his heires Exrs Admrs & assignes firmely by these presents. Notwithstanding wherein the said Richard Swetnam the said Sume of five thousand pounds of tobacco unto the said John Quigley according to the tenour forme & effect of the same bill hath not paid nor satisfied though often thereunto required, but the same to pay hath denyed & still doth denye to the damage of the said John Six thousand pounds of tobacco, and thereupon he Exhibited his Suit &c.

And the said Richard Swetnam by Kenelm Cheseldyne his Attorney cometh & defendeth the force & injury when &c. and prayeth liberty to imparle heerunto until next Provinciall Court &c. It is granted unto him, the same day is given to the plaintiffe likewise &c.

At which said next Provinciall Court came the said parties by their Attorneys aforesaid And the said Richard by his said Attorney saith, that he the said Richard hath paid the said Sume of five thousand pounds of tobacco according to the tenour of the said writeing obligatory And this he is ready to averr. &c. prayeth judgem: whether the said John Quigley action aforesaid ought to have &c. And the said John Quigley saith, that he by any thing since alledged ought not to be barred from having the action aforesaid against the said Richard Swetnam for the Debt aforesaid, because he saith, that the said Richard Swetnam the said Sume of five thousand pounds of tobacco to the said John according to the tenour of the said writeing obligatory hath not paid And this he prays may be enquired of by the Country. whereupon day is given to both parties until next Provinciall Court. &c.

Now here at this day to wit the Eleventh day of October in the fourth yeare of the Dominion of the right Hon[ble] Charles Lord Baltimore of Avrnoz Lord Proprietary &c. the said John Quigley by his Attorney aforesaid, &c. saith for himselfe against the said Richard Swetnam in the plea aforesaid, but the said Richard came not, but made Default. Therefore it is considered that the said John Quigley recover against the said Richard Swetnam as well the Sume of five thousand pounds of tobacco Debt as also five hundred & seventy six pounds of tobacco costs & Suite and the Defendt in mercy &c.

Richard Johns ag[t] James Harrison

James Harrison late of Calvert County taylor was attached to answer unto Richard Johns in a plea of trespass upon the Case &c.

And whereupon the said Richard Johns by George Barkesdale his Attorney complaineth, that whereas the said Richard Johns this

the seaventeenth day of July in the yeare of our Lord One thousand six hundred & seaventy seaven at the Cittie in Calvert County in the said Province being possessed as of his own proper Goods & Chattels of one retained man Servant named John Thompson a Taylor by trade for two yeares to serve the said Richard the said Servant the day & yeare aforesaid from the service of the said Richard without the leave of the said Richard departed & ranaway & the said Richard being informed that the said Servant was fled into Virginia, the said James Harrison the first day of July then next following, incas the said Richard John & him the said James would satisfie & pay three pounds of tobacco for his paines labour & charges in going to Virginia to take up the said Servant, & give unto him the said James full power under his hand & Seale to take up & apprehend the said Servant in Virginia aforesaid And if the said James thought fit to sell & dispose of the said Servant in Virginia aforesaid, then to have full power to doe the same the said James did assume upon himselfe & to the said Richard did faithfully promise that he the said James would travell into Virginia aforesaid & there by all lawfull ways & meanes endeavour to apprehend the said Servant, and if possible bring him back into this Province & deliver him to the hands & possession of the said Richard. But if it should chance to flie & apprehend the said Servant in Virg[a] if he should finde any difficulty in bringing him back into this Province to the said Richard, then the said James this said Servant in the name & for the use of the said Richard would sell & dispose for the best profitt of the said Richard either money or tobacco And the same pay or Sume to be paid to the said Richard, and the said Richard in fact saith, that trusting to the promise & assumption of the said James to the said Richard in this behalfe so as aforesaid made he the said Richard the tenth day of August in the yeare aforesaid did satisfie & pay unto the said James the Sume of six thousand pounds of tobacco And did give unto him the said James full power under his hand & Seale to take up & apprehend the said Servant in Virginia aforesaid, & if he thought fit there to sell & dispose the said Servant in Virginia aforesaid for the best profitt & advantage of the said Richard And the said Richard further in fact saith, that the said James pursuant to the said Agreem[t] the said first day of July in the yeare aforesaid did arrive in Virginia aforesaid And the said Servant named John Thompson did take up & apprehend at Nomini in Virginia aforesaid And the said Servant by vertue of the power aforesaid to the said by the said Richard given in manner & forme as aforesaid, did assigne transfer & sell for the tyme he had then to serve the said Richard unto William Hardidge of Nomini in the Colony of Virg[a] aforesaid Merchant for the Sume of six thousand pounds of tobacco. Yet the said James his promise & assumption so as aforesaid made not regarding, but contriving & fraudulently intending him the said Richard of the same six thousand pounds of tobacco craftily & subtilly to deceive & defraud the said