might require. he the said Richard upon himself did
assume to the said Edward did faithfully promise that
he the said Richard him the said Edward for his meanes
medicaments potions & physicall remedies that he should
apply unto him & administer to him, & for his paines
labour & tyme in ministring & staying with & attending the said
Richard in his said distemper, would (asked for the same
the said Edward should reasonably deserve) pay rewarde &
satisfie. And the said Edward in fact saith, that trusting to
the faithfull promise & assumption of the said Richard to
him the said Edward in that behalfe made as aforesaid
he the said Edward from the said twenty third day of
Octob: in the yeare aforesaid untill the fourth day of
Novemb: then next following did attend & visitt much
& as often as occasion did require. And during the tyme
aforesaid did administer to the said Richard diverse potions
medicines & other physicall meanes, & did apply to him
severall plasters, a particular of which by the said Edward
is here in Court produced, for which he doth reasonably
deserve Seventeen hundred ninety & foure pounds of
tobacco. Yet the aforesaid Richard Chillman in his life
tyme nor the said Gerard Slye since his death to whome
the administracon of all & singular the Goods Chattles
rights & credits which were of the said Richard at the tyme
of his death since his death hath bin committed, the said
Seventeen hundred ninety foure pounds of tobacco to the
said Edward although often thereunto requested according
to the promise of the said Richard to him the said Edward, but
in his life tyme soe aforesaid made, hath not paid, but
the same to pay hath denyed & as yet doth deny, to the damage
of the said Edward six thousand pounds of tobacco, & therefore
upon the Cringeth this Suite.

And the said Gerard Slye by Christopher Rousby
his Attorney cometh & defendeth the force & injury when
& wherein & putteth himself upon the judgment of the Court &
upon the premisses did the plaintiffe aforesaid upon
the premisses being seen & by the justices here fully
understood. It is considered by the Court here this day
to wit the fifteenth day of Octob: in the fourth yeare
of the Dominion of the right Hon: Charles Lord
Baltimore &c Anno Dni 1679 that the said Edward
Martins recover against the said Gerard Slye the
aforesaid & well the sume One thousand three hundred
ninety foure pounds of tobacco damages occasioned by the
p'misses & also six hundred thirty six pounds of tobacco
costs & suite. And the Defend: in mercy &c.

John Edmondson
Francis Whitworth
Richard Bailey
John Davis
Wm Benedett
ag:t

} The Defend: by John Rousby their Attorney appeare & imparle untill next Court.

Thomas Jones
ag:t
John Penrey

John Penrey late of St Maryes County was attached to
Answer unto Thomas Jones of a plea of trespass & the
case.

And whereupon the said Thomas Jones by Robert Carvile
his Attorney saith, that the said John Penrey upon the
thirtieth day of April in the yeare of our Lord One thousand
Six hundred & Seventy nine being justly indebted to the said
Thomas Jones for storage & for necessary accomodacons of
himself & his servants and for severall sumes of tobacco
paid for him & by his order to severall persons & for several
Goods & Commodities sold him the said John by the said Thomas
and for horses & work done for him at severall days
& times from the thirtieth day of August One thousand six
hundred & Seventy eight till the thirtieth day of April One
thousand six hundred & Seventy nine aforesaid amounting
in the whole to the sume of fourteen thousand foure hundred
thirty six pounds of tobacco, towards paym: & satisfaction
whereof the said John Penrey did pay & satisfie the said
Thomas did receive in goods & other payments the sume of
twelve thousand two hundred & fifty seven pounds of tobacco
so that there rested due to ballance to the said Thomas the
Suite of two thousand one hundred & Seventy eight pounds
of tobacco, as by a particular account thereof hereunto
annexed may appeare. In consideracon whereof the said
John did assume upon himself & to the said Thomas did
faithfully promise that he the said John the said sume of
two thousand one hundred & Seventy eight pounds of tobacco
to him the said Thomas which he should be thereunto
lawfully required would well & truely satisfie & pay. Yet
notwithstanding the said John his promise & assumption
aforesaid little regarding, but deriding & fraudulently
intending him the said Thomas in this behalfe craftily and
subtilly to defraud deceive, the said sume of two thousand
one hundred & Seventy eight pounds of tobacco to him the said
Thomas though often thereunto requested hath not paid or
satisfied, but the same to pay hath hitherto denyed & still
doth deny & refuse to the damage of the said Thomas Jones
two thousand pounds of tobacco, & thereupon he Cringeth his suite.

And the said John Penrey by Robert Hodgkiss his
Attorney cometh & defendeth the force & injury when & wherein
& prayeth liberty to imparle thereunto until next Court & the
Court it is granted unto him, the same day is given to the
plaintiffe likewise.

Now here at this day to wit the fifteenth day of Octob:
in the fourth yeare of the Dominion of the right Hon:
Charles Lord Baltimore &c Anno Dni 1679 came the
said parties by their Attorneys aforesaid and the said John
Penrey by his said Attorney saith, that he did not assume
& promise in manner & forme as the said Thomas Jones
above against him hath complained. And of this he puts
himself upon the Country and the plaintiffe also. Therefore
it is Commanded the Sheriffe of St Maryes County that he
cause to come here twelve &c by wisem &c and who neither
to recognize &c because as well &c on behalfe said fifteenth

day