Henry Brent & Ann his wife vs. Baker Brooke Esq. ag.

Kenelm Cheseldyn Esq. of John Jones — —

Kenelm Cheseldyn late of St Maries County gentl. Executor of the last will and Testament of John Jones late of St Maries County gentl. deceased was summoned to answer unto Henry Brent and Ann his wife late of the last will & Testament of Baker Brooke Esq. late Surveyor General of the Province of Maryland of a plea that he render unto them One hundred Thousand pounds of tobacco wch from them he unjustly detaineth.

And whereupon the said Henry and Ann say that Whereas the said John Jones in his lifetime to wit the fourth and twentyth day of April in the year of our Lord 1677 by his certaine bond or writing Obligatory sealed with the seale of him the said John and here in Court produced Whereby he the said day and year aforesaid Did unto himself & his heirs and formally bound to the said Baker Brooke in the summe of One hundred thousand pounds of good sound Merchantable tobacco & cask to be payd to the said Baker Brooke or his certaine Attorney his Executors Adm. or assigns, Yett Notwithstanding the said John Jones in his lifetime or the said Kenelm since his death the said summe of One hundred thousand pounds of tobacco to him the said Baker Brooke in his lifetime or to the said Ann after his death while she was sole or to the said Henry & Ann after the Coupling & Marriage thereunto ensued though often thereunto required did not pay, but the same to pay hath hitherto denyed & the same to them to pay doth as yet deny & unjustly detaine Whereupon they say they are damnified & have Losse to the value of One hundred and ten thousand pounds of tobacco & therefore they bring their suit, And they bring here into Court the bond or Obligatory of the said Baker by wch it may appeare to the Court here the said Ann is Executrix of the will of the said Baker & therefore has Cognizance.

And the said Kenelm Cheseldyn in his proper person cometh and defendeth the force and injury when & wherein he is charged by the bearing of the writing Obligatory aforesaid & the same unto him he also prayeth the hearing of the condition of the said writing Obligatory and the same unto him in these words, The Condition of this Obligation is such that if the above bounden John Jones doe and shall at all times hereafter truely and faithfully keepe and performe all such Orders and instructions wch the above named Baker Brooke shall and his heirs Doe appoint and direct touching the Office of Deputy Surveyor in St Maries County and be accountable to the said Baker Brooke his Executors or assigns for the moiety or halfe part of all fees and profitts that shall be got of Assembly arrisq and Revolt due & payable by reason or Meanes of the said Office or Employments & doe and shall save harmless and indemnifie the said Baker Brooke his Executors and Assigns of and from all actions Suits & Damages that may arrise by reason or through any error in any Survey or Survey hereafter to be made and Entered by the said John Mauley then this Obligation to be void or else to stand and be in full force.

Now here at this day to wit the second day of March in the fourth year of the Dominion of the Right Hono. Lord Baltimore Lord Proprietary Anno Dom. 1681 came the said plaintiffs by their Attorneys aforesaid, and the said Kenelm Cheseldyn came likewise in his proper person: and the said Kenelm saith that he ought not to be charged with the said Henry & Ann in the said Plaintiffs Plaint mentioned because he saith that the said John Jones in the said Plaintiffs Declaration for the summe of Two hundred thousand pounds of tobacco & cask with Lett of Suite, Whereupon it is considered by the Court here that the said Henry Brent and Ann his wife take as aforesaid Nought against the said Kenelm Cheseldyn & as aforesaid & since the aforesaid summe of Two hundred thousand pounds of tobacco & cask as also the summe of Eight hundred and fourteen pounds of tobacco for Lett of Suite, and the said parties in open Court release to each other all & every Errors & actions suits Cause or Causes of Actions or Suits by reason the premisses aforesaid.

Wm Braday ag. John Richardson

John Richardson late of Dorchester County was attached to answer unto Wm Braday of a plea of Trespass of the case.

And whereupon the said John Braday by Robert Carvile his Attorney saith that whereas heretofore that is to say upon the fourth day of April in the year of our Lord 1680 at a Plantation called Stoe hill in Grade Chaptanks hundred in the said County of Dorchester a certaine Communication was had and Moved between the said John Richardson and the aforesaid

aforesaid John Braday of and concerning a certaine Marriage betwixt him the said John Braday and One Sarah Richardson onely daughter of the said John Richardson to be had and solemnized Upon which Communication the said John Richardson then and there in consideration that the said John Braday at the speciall instance and requests of him the said John Richardson would take to his wife the said Sarah & would marry her Did then and there affirm unto him & to the said John Braday faithfully promise that he the said John Richardson would well and truely content and pay to the said John Braday the summe of One hundred pounds of good and lawfull money of England, and the said John Braday in fact saith that he the said John Braday trusting to the promise & Assumption of him the said John Richardson aforesaid, Afterwards to wit the sixth day of June in the year of Our Lord 1680 aforesaid at Grade Chaptanks aforesaid Did with the consent and good liking of the said John Richardson take to wife Spouse and marry the said Sarah, Yett the aforesaid John Richardson little regarding his promise & Assumption aforesaid, but plotting and fraudulently intending the aforesaid John Braday in that behalfe to deceive and defraud, the aforesaid One hundred pounds or any parcell thereof according to his promise and Assumption aforesaid hath not as yet paid nor in any manner for the same hitherto given content, Although he the said John Richardson by the said John Braday afterwards to wit the first day of April in the year of our Lord 1681 at Grade Chaptanks aforesaid hath been thereunto required, Yett the said John Braday given comodious profitts and advantages with his wife the aforesaid One hundred pounds by buying and selling might have had & gained if the aforesaid John Richardson his promise and Assumption aforesaid in form aforesaid had & performed hath totally lost & is deprived off Whereupon the said John Braday saith that he is damnified & hath damage to the value of One hundred & fifty pounds sterling and thereupon he brings his suite.

Wch the said John Richardson by Kenelm Cheseldyn his Attorney cometh and defendeth the force and injury when & wherein he is charged to answer and saith that he ought not to be charged to answer unto the said Plaintiffs Plaint because he saith that the said Plaintiff ought not to have his action against him the said John Richardson because he saith that he the said John Richardson did not promise in manner and form as the said Plaintiff in his Plaint aforesaid hath alleged, and of this he puts himself upon the Country, and the said Plaintiff also.

Now here at this Day to wit the second day of March in the fourth year of the Dominion of the Right Hono. Lord Baltimore Lord Proprietary Anno Dom. 1681 came the said John Braday by his Attorney aforesaid & offered himself against the said John Richardson in the plea aforesaid but the said John Richardson did not but made default. Whereupon the said John Braday demanded against the said John Richardson the damages by him sustained by occasion of the said default & thereupon it is considered by the Court here that the said John Braday do recover against the said John Richardson as well the aforesaid summe of One hundred pounds of good and lawfull money of England the debt aforesaid with costs of suite, as also his Damages by him sustained by occasion of the detaining the said Debt aforesaid, but because it is not known to the Court here what Damages the said John Braday hath sustained by occasion thereof, The said Plaintiff by his Attorney aforesaid moved the Court here for a Writ of Enquiry of Damages and it is granted unto him and follows in these words.

Charles Absolute Lord and Proprietary of the Province of Maryland and Avalon Lord Baron of Baltimore &c. To the Sheriff of St Maries County greeting Whereas John Richardson late of Dorchester County was attached to answer unto John Braday of a plea of Trespass of the case, and that in performance thereof he proceeded in our Provincial Court that the said John Braday recover against the said John Richardson as well the summe of One hundred pounds of good and lawfull Money of England with his Costs of suite as also his Damages sustained by Occasion of the detaining thereof, but because it is not known to the Court here what Damages the said John Braday hath sustained by occasion thereof We therefore command you that you cause to come here (to wit) to the City of St Maries before our Justices of our Provincial Court this instant third day of March twelve good and lawfull men of our said Province Freeholders to enquire what damages the said John Braday hath sustained by occasion of the premisses and have ye then there the Names of the Jurors aforesaid and this writ. Witness Our selfe the third day of March in the fourth year of our Dominion Anno Dom. 1681.

At which day of March 1681 aforesaid came the said parties by their Attorneys aforesaid and the Jurors whose names are being called likewise came (to wit) Edward Fishwick, William Curtsdale, Timothy Tray, William Harper, John Martindale, William Blandfordshire, Thomas Brice, Thomas Williams, Dennis Sutevants, & Richard Harrapp. Who being sworne to say the truth in the premisses upon their Oaths doe say that the said John Braday hath sustained Damages by Occasion of the detaining of the Debt aforesaid of One hundred pounds sterling aforesaid to the summe of

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