the Declaration aforesaid mentioned is not the act and deed of the said Nicholas Hatch. It is therefore considered by the Court here that the said Thomas Hatch shall take nothing by his writ aforesaid but be in mercy for his false Clame therein and that the said Nicholas Hatch go thereof without day

Raymond Stapleford against Thomas Cooke

Thomas Cooke late of Dorchester County Merchant sole Thomas Cooke of the County of Dorchester in the Province of Maryland gentl was summoned to answer unto Raymond Stapleford of a plea that he render unto him Twenty and two pounds five shillings and tenn pence sterling money of England wch he owes and unjustly detaines

And whereupon the said Raymond Stapleford by Robert Carvile his Attorney complaineth that whereas the said Thomas Cooke upon the eighteenth day of June in the year of our Lord 1681 at Chaplants in Dorchester County aforesaid by his sealed bond or writing Obligatory made sealed and as his deed of the said Thomas to the said Raymond delivered wch said bond or writing obligatory by the said Thomas with his seale signed and delivered as aforesaid the said Raymond brought into Court and is mentioned to bear date the fourteenth day of June in the yeare of our Lord 1680, but was sed sealed and delivered the eighteenth day of June 1681 aforesaid, Did acknowledge himself to be holden and firmly bound unto the said Raymond Stapleford in the just and true summe of Twenty and two pounds five shillings and tenn pence of sterling money of England to be paid upon the sixth day of October next following the date and day of the said bond or writing Obligatory (that is to say) three moneths following the day of the sealing and Delivery of the said bond or writing obligatory as aforesaid, that to be paid upon the Dwelling Plantation of the said Stapleford in Dorchester County in Hunger River, Yet Notwithstanding the said Thomas Cooke the said summe of Twenty and two pounds five shillings and tenn pence sterling to him the said Raymond according to the tenor of the said bond or writing obligatory though often aforesaid (that is to say) upon the sixth day of November in the yeare of our Lord 1681 and at severall days and times since at Hunger River in the said County the the said Thomas by him the said Raymond hath been thereunto requested hath not paid or satisfied, but the same to pay and satisfy hath hitherto denyed and refused and still doth denyed and refuse to pay the same to the damage of the said Raymond thirty pounds sterling And thereupon he bringeth his suite

And the said Thomas Cooke by Nicholas Sarsbury his Attorney comes and defendeth the force and injury when &c and prayeth the hearing of the said writing obligatory and it is read unto him, He also prayeth hearing of the condition of the same writing obligatory and it is read unto him in these words, The condition of this obligation is such that if the above bound Thomas Cooke his heirs Executors Adm or Assigns do pay or cause to be paid unto the above named Raymond Stapleford his heirs or Assigns the just summe of Eleven pounds three shillings and tenn pence sterling money of England in goods according to the rate cost in England without any cost or any other charge whatsoever to the said Stapleford or his order, at his dwelling house in Hunger River according to Stapleford's invoyce of particulars of what goods the said Cooke shall bring unto the said Stapleford (Provided that the same Cooke shall forward to the prices and cost of the goods wch he shall bring unto the Country for the said Stapleford before two Commissioners if the said Stapleford required it) In consideration of two thousand seaven hundred and ninety

ninety and two pounds of tobacco and cask delivered to the said Cooke at the said Stapleford's Landing, then this Obligation to be voyd and of none effect, otherwise to remaine in full force and vertue

Be it ffurthermore agreed that the said goods shall be delivered at the dwelling plantation of Edward Cooke in Little Choptanke River

While being read and heard the said Thomas Cooke by his said Attorney prayeth liberty of imparling thereunto until the next ffortnight all Court dwelle is granted unto him and the same day is given to the pltt also.

Now heard at this day (to wit) the third day of July in the eighth yeare of the Dominion of the Right honble Charles Lord Baltimore &c Anno Dom 1688 and the said parties by their Attorneys aforesaid and the said Thomas Cooke by the said Attorney saith that the said Raymond the action aforesaid against him ought not to have for that he saith that he the said Thomas performed all and every the conditions of the said writing obligatory according to the true intent and meaning of the same and this he is ready to verify and prayeth Judgment if the said Raymond the action aforesaid ought to have

And the said Raymond by the said Attorney saith that he ought not to be barred from having the action aforesaid against him the said Thomas, for that he the said Thomas hath not performed all and singular the conditions of the said writing Obligatory according to the true intent and meaning of the same as he the said Thomas by his plea hath alleaged and this he prayeth may be enquired of by the Country. And the pltt likewise, Ett is therefore comanded the Sheriffe of St Maries County that he cause to come here twelve &c by whome &c and who neither &c to recognize &c Trauers &c

On wch day third day of July in the yeare aforesaid came the said parties by their Attorneys aforesaid and the Juroors impannelled being called to trouse (to wit) Jeffreman Gerrard, James Angoll Marke Todd, Samuel Walton, Edward Selby, Humphry Jones, Edward Ward, Richard Eaton, Bryan Dailey, John Smith, William Roberts & Thomas Simpson who being elected tryed and sworne to say the truth in the premisses upon their Oaths do say that the said Thomas Cooke hath not performed all and every the conditions of the said bond or writing obligatory according to the true intent & meaning of the same. Wherefore considered by the Court here that the said Raymond Stapleford recover against the said Thomas Cooke a debt the aforesaid summe of Twenty two pounds five shillings and tenn pence sterling debt as also the summe of One thousand five hundred twenty eight pounds of tobacco for costs of suite by the said Defendant in mercy &c

James Jones as Joseph Eaton

Joseph Eaton late of St Maries County Marriner was attached to answer unto James Jones of a plea of trespass upon the case

And whereupon the said James Jones by Anthony Underwood his Attorney complaineth that whereas the said James the sixth day of June 1682 at St George in St Maries County In consideration that the said James at the speciall instance and request of the said Joseph had hired and delivered to the said Joseph a Shallop diverse of the said James stocking with him severall goods and chattels of the proper goods & chattels of him the said James to the value of two thousand pounds of tobacco, the said Joseph to serve him the said Joseph in his Lawfull occasions for a stated time between them then & there agreed on, the said Joseph in consideration thereof did assume upon himself and

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