and refused, and still doth deny and refuseth to pay the same to the damage of the said plaintiff of three hundred pounds of tobacco and therefore he brings his suit —

Geo: Thompson gent.

plegs Jn: Doe
Rich: Roe

And the said Elizabeth by Thomas Burford her Attorney comes and defendeth the force and injury when &c. and prayeth liberty to imparle thereunto but that it may not prejudice her in this present Court and the same day is given to the plaintiff likewise —

At which said provincial Court to wit the two and twentieth day of March in the ninth year of the dominion of Charles Calvert Lord Baron of Baltimore in the Province of Maryland Anno Domini 1683 came the parties aforesaid by their Attorneys aforesaid and the said Elizabeth Calvert says that she did not assume upon herself in manner and form as the plaintiff above in his declaration against her have complained and of this she puts herself upon the country &c. and the plaintiff likewise. Therefore let a jury of twelve men of the County of Charles County &c. by whom &c. and who neither &c. to be impanelled &c. to recognize &c. to be taken thereof &c. —

On which said 22d day of March in the year aforesaid and the said day given by their Attorneys aforesaid and the jurors impanelled being called likewise came to wit Thomas Dynne, Robert Cates, Ralph Shaw, Simon Dawkins, Nicholas Hatter, Andrew Hunter, Thomas Abbot, William Thomas, Simon Stary, Robert Moore, John Pinder, Thomas Gillit who to say the truth of the premisses being elected, tried, and sworn upon their oath do say, we find for that the said Elizabeth Calvert did not assume upon her in manner and form as the plaintiff above in his declaration have complained, this issue joined by the court adjudged that the said plaintiff take nothing by his writ aforesaid but be in mercy for his false clamour &c. and that the said Elizabeth Calvert go hence without day and that the said Elizabeth Calvert recover against the said plaintiff pounds of tobacco for her costs and expenses by her about the defence in this behalf by her laid out and expended according to the form of the statute in that case made and provided —

Henry Kemmett
ag.
William Lodd

Maryland } William Lodd late of Talbot County planter was attached to answer unto Henry Kemmett of a plea of trespass upon the case —

And whereupon the said Henry Kemmett by Robert Ridgely his Attorney complaineth that whereas the said William Lodd was indebted to the said Henry Kemmett in the sum of twenty eight pounds sterling and being so indebted the said William did the fifteenth day of February anno Domini sixteen hundred and twenty nine at London in Middlesex drawn out a bill of exchange according to the custom of merchants and signed with the proper hand of the said William and directed to one certain Edward Lloyd by the name of Mr. Edward Lloyd merchant in London for payment of the said twenty eight pounds at thirty days after sight of the said bill of exchange to the said Henry Kemmett or his order and the said William did then and there assume upon himself and to the said Henry did faithfully promise that if the said Edward Lloyd the said twenty eight pounds sterling to him the said Henry or his order did not well and truly pay the same according to the tenour of the said bill of exchange that then the said William would well and truly pay the same unto the said Henry in fact saith that on the said fifteenth day of February anno Domini 1680 and in the two and twentieth year of the reign of our sovereign lord King Charles the second by the request of the said Henry Kemmett Nicholas Hatter and Tobias Pinkney merchants of London by authority of the said Mr. Edward Lloyd committed and promised to pay unto the said Mr. Edward Lloyd of London merchant demanded of him if he would pay the original bill of exchange after mature trial whereupon the said Mr. Lloyd declared that he would not

pay the said bill for want of effects to the said Notary having in hand at the request aforesaid had protested and by these presents did protest in due form against the said William Lodd drawer or subscriber of the said bill and against all others in the said bill any ways obliged for all costs damages and interests already suffered and sustained and hereafter to be suffered and sustained for want of acceptance and payment of the said bill all which the said Notary at the request aforesaid did protest and did for ever protest and all the said things declared and doubted they are before mentioned the day and year and place aforesaid and did therefore to attestation thereof protest subscribed his name and put to his seal and accustomed seal being requisited to witness by and testify the premisses which said instrument of protest is by the said Henry here in Court produced. Now the said William Lodd after regarding his promise and assumption made and aforesaid but plotting and fraudulently intending the said Henry to defraud and defraud of the said twenty eight pounds sterling the same 28li. to him the said Henry hath not paid although often he hath thereunto required but doth utterly refuse to pay the same by which the said Henry has well profit gained and advantage which he with the said twenty eight pounds if it had been paid to the said Henry (according to the promise of the said William in that behalf made) by buying and selling and lawfully bargaining with the same might have had gained is now totally lost and deprived of whereupon the said Henry is damnified and hath lost to the value of fifty pounds sterling and therefore he brings his suit —

Ridgely pequer.

plegs Jn: Doe
Rich: Roe

And the said Henry brings here into Court a suit the said bill of exchange and the instrument of protest whereby the premisses may more sufficiently appear unto the Court here the manner and form as aforesaid —

Now here at this day to wit the two and twentieth day of March in the ninth year of the dominion of Charles Calvert Lord Baron of Baltimore in the Province of Maryland Anno Domini 1683 came the said Henry Kemmett by Thomas Burford his Attorney and offered himself against the said William Lodd in the plea aforesaid and the said William Lodd being called not but made default whereupon the said Henry Kemmett demanded against the said William Lodd judgment whereupon the said William Lodd judgment whereof he should not be adjudged and the said Henry Kemmett Demandant against