Whereupon said Attorney being by the Justices fully understood, It is ye 3rd day of December considered that the said Humphrey Ffarrid Recover against the said Thomas Pemberton Esquire the summe of Eleven thousand three hundred forty seaven pounds of Tobacco and five hundred pounds fifty shillings & Eleven pence halfe penny the Sheriffe of Somerset County aforesaid do also the summe of pounds of Tobacco for costs of suite and the Defdt in Mercy &c.

George Thompson agt William Roswell } Maryland ss.

William Roswell of St. Maries County in the province of Maryland was attarged to answer unto George Thompson one of the Attorneys of this Court of a plea of Trespass upon the Case —

Whereupon the said Thompson in his proper person layd That the said William Roswell the 12th day of December in the yeare of our Lord one thousand six hundred eighty foure at Newtowne within the Jurisdiction of this Court then there did assume upon him the said Thompson the said Roswell faithfully promise the full and just summe of Twelve thousand pounds of good merchantable leaf tobacco and Cask well and truly vendue & to pay unto the said George Thompson or his order when he thereunto required for & in Consideration of six hundred acres of land called Hampstead being at Chptank in the woods being about a Mile & a half from the water side Notwithstanding the said William Roswell his promise & assumption little regarding but plotting and fraudulently intending him the said Thompson in that behalfe craftily & subtilly to defraude and defraud the aforesaid summe of Twelve thousand pounds of Tobacco nor any part or parcell thereof to him the said Thompson at yet hath not rendred though often thereunto required but the said hitherto to render and pay hath refused and at yet refuseth to the damage of the said Thompson of Twenty pounds Sterling and twenty pounds of Tobacco — And thereupon he brings his suite —

And the said William Roswell by Robert Carvile his Attorney comes and defends the wrong and injury when &c. And prayeth the liberty to imparle thereunto untill the next provincial Court and it is granted unto him — And said day is given to the plt also —

Now here at this day to wit the third day of December 1684 came the said parties by their Attorneys aforesaid And the said William by his said Attorney prayeth Judgment of the Declaration aforesaid because he saith That the Declaration aforesaid and the matter in the same contained — is not sufficient in law to compell him the said William to answer to the Declaration aforesaid And that he to the Declaration aforesaid hath not necessity nor by the lawes of this land is bound to answer And for default of a sufficient Declaration alledged in this behalfe the said William demanded Judgment of the Declaration aforesaid And that the aforesaid Declaration may be Quashed And for cause of Demurrer in law to the Declaration aforesaid the said William according to the statute in that case made and provided showeth to the Court here the cause following that is to say First that the said George in his Declaration aforesaid hath not set forth any sufficient Consideration why the said William should pay the said William 12000 of Tobacco to him the said George And that the said Promise to him and without a valuable Consideration made the said Promise and Contract upon which no Consideration is not Consideration & a nude Contract upon which no action lyes for it doth not any wayes appeare by the said Declaration that the said George hath any interest in the 600 acres of land or whereof he faced is or was or whether it was or was to be sold or otherwise to be made over to the said William nor by whome nor hath any Conveyance thereof was tendred to the said William to ground the Consideration of the said Promise to pay the said summe of 12000 lbs. to the said George Also for that the said George by his said Declaration alledgeth that the

William was to pay the said 12000 lbs. when thereunto requested and the plt ought to have had fourte the precise time day and place of the request made which is not done And this he is ready to verify &c. And demanded Judgment &c. —

And the plt in persona propria layd That for any thing by the Defendt. alledged he ought not of his Action to be debarred or of Judgment delayed for that the narration and matter therein contained is not such in Sufficient in Law to have a Judgment given thereon And further layd that the said Barrattry In which non dicitur et frustra fit per plura quod fieri potest per paucioria And therefore prayed Judgment Quod ad Justitiam pertinet pro ipso legitum et non fuit tardium Maryland —

Now here at this day to wit The third day of December 1684 The said Justices having considered and fully understood the premisses & it is by them considered That the said Declaration of the plt is not sufficient in law to maintaine the Action aforesaid And that the Defdt is not bound in law to answer And therefore it is further considered That the said George Thompson take nothing by his said writt but be in Mercy for his false & slanderous Accusation And the said William Roswell goe thereof without day &c. And it is moreover that the said William Roswell Recover against the said George Thompson the summe of pounds of Tobacco for his costs & charges in this behalfe layd out & expended according to the forme of the statute &c. —

Joshua Doyne agt Griffith Jones } Maryland ss.

Memorandum that this day viz the fourte day of September in the yeare of our Lord 1684 Came here into Court Joshua Doyne of St. Maries County Gent and exhibited his certaine bill of Complaint against Griffith Jones of Talbot County Gent one of the Attornies of this Court of a plea that he render unto him the said Griffith and first summe of Eleven thousand and twenty pounds of good merchantable Tobacco which he owe and ought justly to be payd.

And whereupon the said Joshua Doyne by Anthony Underwood his Attorney says That whereas the said Griffith Jones upon the 25th day of March Anno Dni 1684 By his certaine writing obligatory sealed with the seale of him the said Griffith and here in Court produced whose date is the day and yeare aforesaid did owe & stand justly indebted unto Joshua Doyne of St. Maries County Gent in the first summe of Eleven thousand and twenty pounds of good merchantable Tobacco and Cask to be payd upon demand in St. Maries County on demand for the which payment well & truly to be made and payd the said Griffith Jones did bind himselfe his heires executors & administrators firmly by those presents Notwithstanding which the said Griffith Jones the said Eleven thousand and twenty pounds of Tobacco to the said Joshua Doyne although often thereunto required hath not payd but the same to him to pay in part hath denyed and still doth deny whereupon the said Joshua says he is damnified and hath losse to the value of Twenty thousand pounds of Tobacco And therefore he brings his suite —

And the said Griffith Jones in his own proper person comes & defends the wrong and injury when &c. and prayeth hearing of the said writing and it is read unto him, he also prayeth hearing of the Condition of the said writing and it is read unto him in these words viz: The Condition of the above obligation is such That if the above bound Richard Jones or Griffith Jones the heires executors administrators or assigns or any of them shall well & truly satisfie & pay the summe of five thousand and twenty pounds of Tobacco to the said Joshua Doyne his heires assigns or certaine Attorney Then this obligation to be void else to remaine in full force & vertue which being read & heard the said Defdt in his own proper person prayeth liberty to imparle thereunto untill the next provincial Court and it is granted him unto him the said day is given to the plt also —