Hamed Cullen — } Maryland ss.
agt. } Joshua Broadbent late of Talbot County was
Joshua Broadbent } attached to answer unto Hamed Cullen of a plea
of trespass upon the case

And whereupon the said Hamed Cullen by Philip Clark his attorney complaineth that whereas the said Hamed Cullen at a session of general assembly held at the port of Annapolis in the County of Anne Arundell the day of October 1695 was allowed him by the said assembly the sume of two thousand pounds of tobacco to be paid him out of the publick levy in the County of Dorchester the said Joshua Broadbent upon the twenty day of November 1695 at the port of Annapolis aforesaid in consideration that the said Hamed Cullen at his special instance and request of him the said Joshua Broadbent would lend unto him the said Joshua the said two thousand pounds of tobacco allowed him the said Hamed out of the publick levy of Dorchester County aforesaid did assume upon himself and to him the said Hamed then and there faithfully promise that he the said Joshua the aforesaid sume of two thousand pounds of tobacco to him the said Hamed when he should be thereunto required would faithfully well and truly rent and pay and also the said Hamed in consideration of the faithfull promise and assumption of the said Joshua afterwards, that is to say the said twelfth day November aforesaid at little Choptank in Dorchester County aforesaid did lend unto the said Joshua the said 2000 lb. of tobacco Notwithstanding the said Joshua his promise and assumption aforesaid little regarding but intending the said Hamed of the said 2000 lb. of tobacco fraudulently and subtilly to defraud and deprive the said 2000 lb. of tobacco according to the promise assumption aforesaid of the said Joshua also to deceive the said Hamed afterwards that is to say the fourth day of March 1695 at Annapolis aforesaid was required the said Joshua to pay the said Hamed but the said Hamed to pay hath refused and yet doth refuse whereby the said Hamed Cullen doth prove the gained which he with the aforesaid 2000 lb. of tobacco in lawfull buying and bargaining might have had lawfully obtained and hath hath wholly lost to the damage of the said Hamed five thousand pounds of tobacco and therefore he brings his suit &c.

Now here at this day to wit the fifth day of October Anno Dni 1696 came the said Hamed Cullen by his attorney aforesaid and the said Joshua Broadbent by William Dayland his attorney likewise came and the said

said William say the he is not by the said Joshua informed of matter sufficient to plead in barr or abeyance of the action of the plaintiff brought against him upon it is considered by the Court here that the said Hamed Cullen recover against the said Joshua Broadbent the sume of two thousand pounds of tobacco damaged occasioned by the trespass aforesaid and also the sume of Sixteen hundred fifty and nine pounds of tobacco cost of suit to and the said defendant in mercy &c. /

Hen: Ridgely &c } Maryland ss.
Exr. Duvall — }
agt. } ffrancis Swanston alias writ called ffrancis Swanston of Calvert County planter was summoned
ffrancis Swanston } to answer unto Henry Ridgely and Mary his wife Executrix of the last will and testament of Marten Duvall late of Anne Arundell County deceased of a plea that he render unto them the full and just quantity of two thousand eight hundred sixty four pounds of good sound merchantable tobacco which he ought to retaine the same which from them he unjustly detaineth &c.

And the said Henry Ridgely and his wife Exr. of the said Marten Duvall deceased by John Addison their attorney say that whereas the said ffrancis Swanston by his certain bond or writing obligatory bearing date the fifth day of May Anno Dni 1692 sealed with his seale and delivered in Court produced which date is the day and year aforesaid was firmly bound obliged unto Marten Duvall of Anne Arundell County merchant in the full sume and just quantity of two thousand eight hundred sixty four pounds of good sound merchantable tobacco with cask to contain the same to be paid to the said Marten Duvall or to his certain attorney his heirs exr. or adm. to the whose payment well and truly to be made and bound him his heirs exr. and adm. firmly by these presents Notwithstanding whereas the said ffrancis Swanston the said sume of two thousand eight hundred sixty four pounds of tobacco in the said bond of the said Marten Duvall hath not paid nor to the said Mary whilst she was sole nor to the said Henry Ridgely and his wife to whom the Exr. of the last will and testament of the said Marten Duvall hath by administration committed since the death but the same to pay hath denyed and still doth deny to the damage of the said plaintiffs five hundred and forty eight pounds of tobacco and therefore they bring their suit &c.

And the said ffrancis Swanston by Philip Clark his attorney come and defend the force and injury when &c. and prayed the hearing of the said bond or writing obligatory and it is read unto him he also prayed the hearing of the condition of the said bond or writing obligatory &c. it is read unto him in

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