himselfe and faithfully promise unto the said Joshua that he the said Joshua the said house plantacon expressed should peaceably and quietly enjoy during the time aforesaid without any lett hindrance trouble or molestacon from him the said Daniell or any claiming by from or under him And altho the said Joshua on his part did for the time he was permitted by the said Daniell to enjoy the said house plantacon expressed roughly with the cobery matter and thing by him to be done in finding sufficient accomodacon convenient for him the said Daniell & his maid yet notwithstanding the said Daniell his promise & assumpcon aforesaid made little regarding but fraudulently & maliciously minding him the said Joshua to ruin & impoverish & from his bargaine aforesaid to drive away upon the twelfth day of April 1695 & in the absence of the said Joshua tooke & turned out of his doores the said Joshua & his wife & servants & took into his custody all the householdgood & goods aforesaid & put unto the said Joshua took from the said Joshua & his wife the key of his store house & by force & violence to remove from thence what things & wares & what things & wares not bizt sugar nailed pottes things lost at least to the value of 12li sterling, lost the benefit of a whole yearly crop of tobacco & he the said Daniell having taken his due had him put to great extraordinary difficulties & hard shipps to provide for himselfe his wife & family by means of the said Daniell his unjustdealings with him in the premises & destroying by his cattle horses & hogges both the said Joshua & Garden & cobery other damages made by him took upon his say the said Daniell & lastly to the value of one hundred pounds sterling did thereupon he brings his suit &c.

And the said Daniell by William Dent his attorney comes & defends the force & injury when &c. & pretending that he knows not nor is guilty of any such force of entering by force into any house of the said Joshua as is in the declaracon & that if any such thing had been it was in matter of trespass which force & not comprizable in an action of trespass & always for his trespass in that behalf & for plea he says that he did not assume upon him in manner & form as the plaintiff in his declaracon ag. him hath complained & of this he puts himselfe upon the country &c.

Now here at this day to wit the twelfth day of October 1696 came the said Daniell Clarke by his attorney aforesaid and offered himselfe against the said Joshua Broadbent in his plea aforesaid but the said Joshua Broadbent came not but made default & upon this default by the court & that nothing by this writ aforesaid and that the said Daniell Clarke ought to recover against the said Joshua Broadbent the sum of seven hundred & [illegible] pounds of tobacco to him at his request by the direction of the court adjudged for his damages costs & charges in his behalfe sustained laid out & expended according to the form & effect of the statute in that case made & provided and the said Joshua for his false clamour in mercy &c.

Joseph Smith } Maryland ss.

John Alford late of Dorchester County planter otherwise called

John Alford } John Alford of Dorchester County in the province of Maryland planter was summoned to answer unto Joseph Smith of a plea that he render unto him the full & just sum of fifty hundred pounds of good and lawfull money of England which he owes & unjustly detains

And whereupon the said Joseph by Robert Gould his attorney says that whereas the said John Alford at Dorchester County upon the ten[th] day of February in the yeare of our Lord 1687 by his certaine bond or writing obligatory sealed with his seale and his act & deed delivered & here in Court brought which date is the same day & yeare herein & hereunto his hereditaments & admrs to pay or cause to be paid to the said Joseph Smith his heirs & admrs or assigns the full & just sum of fifty hundred pounds of good & lawfull money of England upon demand Nevertheless the said John the aforesaid sum of fifty hundred pounds unto the said Joseph according to the tenour of the bond aforesaid he hath not rendred altho often demanded but the same to him to render doth deny to the damage of the said Joseph one thousand pounds of lawfull money and hereupon he brings his suit &c.

And the said John Alford by William Watkins his attorney comes & defends the force & injury when &c. and prays oyer of the bond aforesaid & it is read unto him he also prays the oyer of the condition thereof which is read unto him in the words following viz. The condition of this obligation is such that whereas there is now a certaine difference controversy & depending between the above bounden John Alford & the within named Joseph Smith touching & concerning a certaine parcell of land lying in Dorchester County & called by the name of Smiths Point & for ad[illegible] & that the said parties are mutually agreed to abide the said differences finally agreed & determined by Edward Smith all and Arbitrator of Maj. Thomas Taylor Mr. Charles Hunter and Arbitrators indifferently chosen by & between the said parties Now this condition is such that if the above bounden John Alford his heirs & admrs & cadmrs & cobery of them shall & do their parts and be healed in all things & do well & truely stand to & abide observe and performe obey & fulfill & do & cobery the award arbitrament & final end & judgment of them the said Maj. Thomas Taylor Mr. Charles Hunter & Arbitrators indifferently chosen as aforesaid on the parts & behalf of the within named Joseph Smith & Edward Arbitrator determine & adjudge & for or concerning all & all manner of strifes trespasses variances & quarrels & controversies & demands or concerning the said land & premises & all & all manner of judgments & entries & actions & suits at law & equity or concerning the said land & premises aforesaid & all manner of judgments at law whether by action pt of money or tobacco had made or now depending or hereafter being or now beginning between the said parties touching or concerning the said land as aforesaid & at any time or times before the date of this present & always & provided the said Edward Arbitrament determination & judgment of the said Arbitrators of & for or concerning the premises shall be made in writing under their hands & seales & ready to be delivered to the said parties or to such of them as shall require the same of the said Arbitrators on or before the 14th day of this instant February Eliz. in this obligation & cobery & common effect otherwise to be & remaine in full force & strength & vertue