of the said John in due form of Law was Committed although often required with the fifteenth day of April in the Year of our Lord 1698 at the Port of Annapolis and at divers other times and days by the said Thomas and Jane was required to pay the same but the same to the said Thomas and Jane to content and pay hath refused and still doth refuse to the Damage of the said Thomas and Jane forty pounds Sterling and thereupon they bring this Suit and the said Thomas and Jane bring here into Court the Original Bill of Exchange together with the Instrument of Protest as also the Letters of Administration of the said Henrys as by which it may appear by the Court and the said William Ld as aft by Robert Gerrard Esqr his Attorney and defends the force and injury when and for plea saith that he the Queen of Engld will be further Brought he saith that he the Joining of Original with in this Queen he had well and truly administred all the goods and Chattells of the said John Drummond which came into his hands to be administred unto hath further as aft to the Court to him hath been administred whereby to discharge himself as aft and this he is ready to verify and therefore prays Judgement &c

Now here at this day to wit the Eighteenth day of November in the Tenth Year of our Reign and Anno Domini 1698 came the Plts aft by their Attys aft and the Defd and plea aft being read and heard and by the Court fully understood is considered by the Court the said Thomas and Jane Savage Admrs of the said Henry Norman recover of the Goods and Chattells of the said John Drummond in the hands of the said William Ld as aft when Effects shall come to his hands as well the Sum of Nine hundred pounds Six Shillings two pence and one half penny sterling their Debt for Damages occasioned by the Detainer aft as also the Sum of Six hundred and forty pounds of Tobacco Cost of Suit and the Defendant in Mercy

---

John Price
agt
Thomas Bruch

Thomas Bruch late of Augustine Hall County Esqr was Attached to answer unto John Price of a plea of trespass upon the Case and thereupon they the said John by Philip Clark his Attorney complaineth that whereas the said Thomas the tenth day of January in the Year of our Lord 1695 at the City of St Mary's the said Thomas did owe unto the said John Price in the full Sum of three thousand pounds of Tobacco and being soe indebted the said Thomas Bruch in Consideration thereof the day and year aft at the City of St Mary's aft did draw one Bill of Exchange with the said John Price in writting upon Capt Thomas March of the said City of St Mary's whereby the said Thomas Bruch did desire the said Thomas March to pay or cause to be paid unto the said John Price or order the Sum of three thousand pounds of Tobacco as by the said writting here in Court to be produced may more at large appear and the said Thomas Bruch did then and there assume upon him the said John did faithfully promise that if the said Thomas March did not pay and say the said writ for the Sume of three thousand pounds of Tobacco according to the Tenor thereof to the said John or order that then the said Thomas Bruch would well and truly content and pay the same unto the said John Price when thereunto required and the said John Price in fact saith that on the fifteenth day of January in the Year aft at the City of St Mary's aft the said John Price did order the said writ to the said Thomas Bruch and did desire him the said Thomas Bruch to pay the same according to the Tenor thereof but the said Thomas Bruch refuse and denye to pay the said Sum of three thousand pounds of Tobacco according to the Tenor of the said writ unto the said John Price or order and the said John Price in fact further saith that he the said afterwards to wit the tenth day of March in the Year aft at the City of St Mary's aft acquainted the said Thomas Bruch that the said Thomas March had not paid the said Sum of three thousand pounds of Tobacco or any part thereof according to the said writ unto him the said John Price or order and did require of him the said Thomas Bruch to pay the same according to his promise and assumption as aft made yet notwithstanding the said Thomas Bruch his promise & assumption as aft made but doth neglect and refuse and still doth refuse to the Damage of the said John Price in this behalf fifty pounds and therefore he brings his Suit &c

674 pounds

And the said John Price in this behalf saith that he the said Thomas Bruch hath not paid unto him the said Sum of three thousand pounds of Tobacco according to the Tenor and Effect of the said writ to him the said John Price or order but the same to pay hath refused and still doth refuse to the Damage of the said John Price fifty pounds and therefore he brings his Suit &c And the said Thomas Bruch by Samll Watkins his Attorney comes and defends the force and injury when and where &c and saith that he did not assume upon himself in Manner and form as the Declaration sets forth and thereof puts himself upon the Country

Now here at this day to wit the Eighteenth day of November in the Tenth Year of the Reign of our Lord William the Third of England &c Anno Domini 1698 came the said Thomas Bruch by Samll Watkins his Attorney and the said John Price and prays that he might answer to his pleas aft But the said John Price although solemnly called came not to make good his Complaint in the Declaration set forth wherupon it is considered by the Court that the said John Price take nothing by his writt but be in Mercy for his false Clamor and that the said Thomas Bruch go thereof without day and it is further considered that the said Thomas Bruch recover of the said John Price the Sum of pounds of Tobacco by the Court here at his request adjudged him for his Costs and Charges in this behalf laid out and expended according to the form of the Statute in such case made and provided