Demurr: also and alledge singular the premisses being by the Court heard and
Matter of Law thereon being duly upon had It is by the Court considered that the plaintiff
a Recover in Manner and Forme aforesaid as prayed and Recover in ye Law
the Barr of Plaint from hearing and Maintaining his action aforesaid against
the Defendant brought Wherefore it is further considered by the Court
here ye. the said Philip Lynes take Nothing by his writ aforesaid but be
in Mercy for his false Clamour and that the said Margrett Hawkes
Recover against the said Philip Lynes the Sum of
pounds of Tobacco Judged
unto him for his Cost and Charges in ye. behalf laid out
Expended according to the forme of the Statute &c.

Edward Rookwood
v
Nicholas Sporne

Mary Pd.

Nicholas Sporne alt dict Nicholas Sporne of Prince George
County Planter was Summoned to answer unto Edward Rook-
wood of a plea ye. he render unto him three thousand pounds
of Tobacco which he him he owe and unjustly Detaineth &c:

Wherupon the said Edward by Edmund Wells his atty Saith
ye whereas the said Nicholas the Eighteenth day of November Anno
Dni one thousand Seven hundred at Annapolis in the County of Anne Arundell
within the Jurisdiction of this Court by his Obligatory bill or writing obligatory
Sealed with his Seale and to this Court now here shewn the date
whereof is the same day and years aforesaid did thereby acknowledge
himself to be held and firmly bound unto the said Edward Rookwood
in the said Summe of three thousand pounds of good sound Merchantable
Tobacco Conditionally to be made and Ordained the same to be paid unto
the said Edward Rookwood his Executors Admrs and Assignes upon all
Demands Convenient in Charles County thereunto of the said Nicholas at the
place thereunto required and ye. same to pay Wch by the said Edward afterwards
viz: the twenty sixth day of November Anno Dni 1701 at Annapolis aforesaid at
Divers times and places since been demanded ye. said three thousand pounds of
Tobacco as aforesaid the said Edward hath not paid but the same to him is yet
Wch altogether refused and still doth refuse to the Damage of the said
Edward three thousand Tobacco and thereupon he brings his Suit &c. Wch Suit &c.

And the said Nicholas by Wm Bladen his atty comes and Defendes the force

(Injury

Injury when &c. and prayes Leave to Imparle thereunto until next Court and he
Doth it the same day is given the Plaintiff also. All which Said Court held
this twenty Seventh day of April Anno Dni 1703 Comes the said parties by
their attys aforesaid and the said Nicholas by his said atty Saith ye. he ought not ought
the said action and Debt against him brought for ye. three working days of Tobacco
Sealed as aforesaid and whereon &c: it his act and Deed &c. Then the said Nicholas by the
Bill prays discount of what he can make appear to be paid according to act of
Assembly which is granted unto him and for as much as by sufficient Evidence
it appears to the Court ye. the said Nicholas Hath Justly and truly paid unto the
said Edward Rookwood the Summe of fifteen hundred and Eighty five
pounds of Tobacco in part of the aforesaid Debt of three Thousand pounds of Tob-
acco and ye. the Summe of fourteen hundred and fifteen pounds of Tobacco it is Judged
due and unpaid to the said Rookwood — It is considered by the Court here ye.
same day and year last mentioned ye. ye. said Edward Rookwood recover against
the said Nicholas Sporne aforesaid the Summe of fourteen hundred
pounds of Tobacco part of the Debt aforesaid as the Summe of nine hundred
and ninty . . . . . pounds of Tobacco costs of Suit and his Damages &c.

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In mercy &c.

Hugh Eccleston
v
Thomas Jonston

Thomas Jonston Merchant was Summoned to answer unto Hugh
Eccleston of a plea of Trespass upon the Case

Whereupon the said Hugh by Wm Bladen his atty Complains ye. whereas the
said Thomas Johnston the Sixteenth day of July 1700 at Calvert County for
a Valuable Consideration before ye. time had and received of the said Hugh
Eccleston did deliver unto him according to the use of Merchants two Sealed
Bills of Exchange ye. is to say ye. first and Second with the proper hand
of the said Thomas Signed or Subscribed or Bill to Mr Jonathan
Matthews Merchant in London directed in the first of which Bills
the said Thomas did require the said Jonathan Matthews to pay unto the
said Hugh Eccleston or his order the Summe of twenty two pounds &c
on twenty days Sight thereof the Second not being paid and in the Second of
the said Bills the said Thomas did require the said Jonathan at twenty days
Sight thereof the first Bill of Exchange not paid to pay unto the said Hugh
or his order the Summe of twenty two pounds &c and the said Thomas afterwards
that is to say ye. Day and place aforesaid in Consideration upon passing and
Delivering unto the said Hugh the Bills aforesaid faithfully promised
upon himself assumed ye. of the said Jonathan Matthews did not accept to pay to
the said Hugh as by the aforesaid Bills he was by the said Thomas required. That the said
Thomas then after the end of the said days in the Bills mentioned he should be required