Ridley, George Haddaway Sam.l Collins Lackey William Thomas Jefferson

Marsden Dixon & who being Elected Sworn & Sworne to Inquire &c the Issue
in the premisses upon their Oathes do say that they do find for the
plaintiff three thousand four hundred thirty seven pounds of Tobacco
damages &
Wherefore it is Considered by the Justices here that the said Henry Martin do recover ag.t the said Robert Grundy
as well the Sume of three thousand four hundred thirty seven pounds of
Tobacco the Damages afsd by the Jurors aforesaid in forme aforesaid
assessed as the Sume of
pounds of Tobo
Costs of Suite and the said Robert Grundy in mercy &c.

Andrew Robertson Q. Maryland &c.

Wm Sharp — William Sharp of Talbot County in the said was attached to answer
unto Andrew Robertson of a plea of Trespass upon the Case &c
Whereupon the said Andrew Robertson by William Bladen his Attorney complains
that whereas the said William Sharpe at Talbot County the fifteenth day of
June 1700 being indebted to a certain Wm Wood Merchant for a valuable
Consideration in the Sume of two Hundred & five pounds Currant money in
New York did for the payment thereof according to the Custom of Merchants
endorse to the said Wm Wood or his ord.r three Bills of Exchange all of one tenour
& date drawn by a certain William Edmundson upon one Thomas Burroughs
Merchant in York under & by both every of them at tenn dayes sight of any of Which
the other two not being paid the said William Edmundson did require the said
Thomas Burroughs to pay or cause to be paid unto the said Wm Sharpe or order
the Sume of two Hundred & five pounds Curr.t money in New York And the said
Wm Sharpe having so Endorsed the same did deliver the said three Bills unto
the said Wm Wood for Valu Recd one of the Same Date and Tenor whereupon
Promise & Assumpsion & to the said Wm Wood did faithfully promise that the
the said Wm Sharpe in Case any of the three Bills of Exch.r afsd being
all of one tenour & date should not be duly accepted & paid by the said Thomas
Burroughs to the said Wm Wood or ord.r that then the said Wm Sharpe would
truely Content Satisfy & pay unto the said Wm Wood or his ord.r as well all
Charges Damages Exchange Re-Exchange & Interest which the said Wm Wood or his ord.r
should sustain for want of acceptance of the said Bills and the said Andrew Robertson
in fact saith that the one of the said Wm Wood by the said Wm Wood endors-
ing the said Bills payable unto him did upon the Ninth day of September 1700
(deliver

deliver the said Bills & made them payable unto the Right hon.ble Richard Earle of
Bellamont who the said Richard Earle of Bellamont the Nineteenth day of September
1700 caused John Tudor Notary publique to protest the said Bills for non acceptance
& non payment residing in the said City to Exchange unto the said Thomas Burroughs
the Drawer of the said Bills of Exchange with the said endorsements thereon demand
payment thereof who for answer said he would not accept the said Bills by reason he
had no advice nor had sufficient effects of the Drawers in his hand to pay the Same
Whereupon the said Notary publique protested as by the publique Instrument thereto
relation being had may more at large appear as well ag.t Thomas Burrough
for non acceptance of the said Bills as ag.t the said William Edmundson drawer of the
Same & all other persons concerned therein for all Cost Charge Damage Exchange
& Interest suffered or to be suffered by any person or persons concerned therein for want of
acceptance of the said Bills whereby the said Andrew became liable to the
said Right hon.ble Richard Earle of Bellamont as well the afsd two Hundred & five pounds
Curr.t money in New York as all other Cost Charges Damage Exchange Re-exchange &
Interest suffered by the said Earle for or by reason of the said Bills not being accepted & paid
by the said Thomas Burroughs as afsd Nevertheless the said William Sharp the promiser &
Assumption afsd made not regarding his said plotting & fraudulently intending to him
the said Andrew Robertson in this behalf to deceive & defraud the afsd Sume of two Hundred
& five pounds Currant money in New York together with all Cost Charge Damage Exchange
Re-Exchange & Interest by him suffered for want of due acceptance & payment of the said Bills
by the said Thomas Burroughs as afsd to the said Andrew Robertson altho often thereto required
hath not truely Contented Satisfyed & paid but the said Andrew to pay Satisfye or otherways
Content for the same doth altogether deny & refuse to the Damage of the said Andrew
Robertson & thereupon he brings his Suite &c Wherefore &c Dicit quod assumpsit &c Et Damna &c.

And the said Wm Sharp by Robert Gould his Attorney comes & Defends the
force & injury when &c And prays Leave to imparle hereto until the next Court which is granted
unto him & day is given to the Plaintiff there.

At which said next Court Come the parties aforesaid by their Attorneys aforesaid And the
said Wm Sharp by his said Attorney that the afsd Andrew his Accon aforesaid ag.t him
to have & maintain ought not for that he saith that the time of the Endorsment of the
Bills of Exchange afsd in this Declaration was within the age of one & twenty years And that
is today of the age of twenty years & this he is ready to verify & therefore pray.t judg.t if the said
his Accon afsd to have & maintain ought.

And the said Andrew by his Attorney afsd saith that by any thing in the Defendants
plea alledged from Having & maintaining his Accon as afsd against him the
Defendant to be barred ought not for that the the said Def.t was of the full age of twenty one
years at the time of the Endorsing the Bills afsd And this he prays may be Enquired into by the
Country And the Defendant also.