[illegible] of the said Lathbrine and Entered of Record that the said
Henry should certainly after Christmas Day next pay unto the said Phillips
the sum of Twenty five pounds for the use that of the said Damages and Costs
the said Phillips has then Compounded and then Sueing in Palace Court
Proceeded from time to time that the said Lathbrine should follow the
in order to a more speedy and better End of the said Phillips in Consideration
whereof and that the said Phillips would Consider the said Lathbrine the said
Henry upon his Age his Income and to the said Phillips then and there faithfully
promised to pay the said Phillips the sum of Twenty five pounds the said
aforesaid to the said Sum and altho the said Phillips upon hope
of the said faithful promise and assumption of the said Henry did Cease the
said Lathbrine of the aforesaid Dangerous Distemper wherewith the said
Henry the promise and assumption aforesaid the said Henry did then say
and Declare absently without any Cause the said Twenty five
pounds the said Certainly and Truly to Deliver and Pay unto the said Twenty
five pounds the said Henry upon Request Called for to the said Phillips
aforesaid to wit the 15th Day of July Anno Dom 1707 and afterwards
at Baltimore County aforesaid was requested but he refused but the
same to him to pay but the said Defendant and still Refuses to the Damage of
the said Phillips 50li and therefore Brings his Suit &c

Pledges &c

And the said Henry Lawrence by Cornelius Wright his Attorney Come and Defends
the Force and Injury when &c and prays Leave to Imparle thereunto until the
next Court and it is Granted and the same Day is given to the Plaintiff Attorney
Attorney said next Court to wit the first Day of April Anno Domini
Court 1708 came the said Henry Lawrence by his Attorney aforesaid as before Defendant
the Force and Injury when &c and Craves Oyer of the Action aforesaid
against him so Made and Maintained and Doth not Deny the said Plaintiff Cause of
Mentioned of the Distemper aforesaid and Saith that the said Lathbrine
from the said first Day of September 1705 to the Day of the Plaintiff taking
out his Original Writ against the said Defendant the 5th Day of May
1707 was Languishing and Sick in Languishing of the Distemper aforesaid at
Baltimore County and he is Ready to Verify wherefore he Prays
Judgment of the said Plaintiff Writ Action against him to be Quashed and
Maintained and that the said Plaintiff Request allow Demand
Costs Cause not Nor is the said Action prosecuted

Therefore it is Considered by the Court here that the said Defendant
that the said Plaintiff Request and the Judgment of Nonsuit Being on Record
and the same Plaintiff Pledges for Prosecution and that the
said Henry Lawrence be Nonsuited Day and Sit also Costs by
the Court that the said Henry Lawrence Recover against the said
Plaintiff Request the Costs aforesaid amounting to Three Pounds Ten Shillings
by the Court adjudged unto him for his Cost and Charge in this behalf
Sued out and Defended &c

Also we find it appears to the Court in April Court 1707
Wm Isaac Norris Mandamus John Abbey Plaintiff was attached to answer unto
Wm John Abbey Isaac Norris Merchant of Assets of the Estate in the Hands &c
and whereupon to the said Isaac Norris Gent Attorney Complainant
that without the aforesaid John Abbey the twenty Day of May Anno
Dom 1704 at Annapolis in Anne Arundell County according to the Custome
(between)

between Merchant and other Citizens of this and other Her Majesty's Plantations and other Subjects
of the Crown of England on Day and Date aforesaid Made and Gave his Bill of Debt to the
said Isaac Norris Gent Plaintiff Attorney aforesaid Defendant and Bound himself and
Executors Administrators and Assigns firmly to Pay unto the said Isaac Norris Gent Plaintiff
Attorney aforesaid or Order the Sum of Twenty Pounds Sterling of Lawful Money of Great Britain
to be Paid to the said Isaac Norris Gent Plaintiff Attorney aforesaid or Order the said Bill of Debt
Mentioned and Expressed Condition to be Void and Whereas the said John Abbey
Defendant Did Promise and Undertake to the said Isaac Norris Gent Plaintiff Attorney
aforesaid to the said Use of the said Twenty Pounds Sterling of Lawful Money of Great Britain
aforesaid by the aforesaid Isaac Norris Gent Plaintiff Attorney aforesaid to be Paid to the said
Use in Consideration thereof afterwards to wit the Same 30th Day of Aprill Anno
Dom 1708 at Annapolis in Anne Arundell County aforesaid Promised and Undertook to the said Isaac
Norris Gent Plaintiff Attorney aforesaid that the said John Abbey the said Twenty
Pounds Sterling to the said Use Gent Plaintiff Attorney aforesaid Damage and Loss
to the said Isaac would well and Truly Pay when afterwards thereunto
required Nevertheless the aforesaid John Abbey the Promise and Assumption
aforesaid regarding not Truly and Faithfully but Fraudulently intending the said Isaac Norris Gent
and Defrauds the aforesaid Twenty Pounds or any Part thereof to the said Isaac
Gent not Paid also to the said Use the said Isaac on the 26th Day of
March in the year aforesaid and often after requested the said John Abbey
the said Use Gent Plaintiff Attorney aforesaid Damage to the Value of Twenty Pounds Sterling
and therefore Brings his Suit &c

Pledges &c

And the said John Abbey by Cornelius Wright his Attorney Come and Defends the Force and
Injury when &c and Prays Leave to Imparle thereunto until next Court and
Granted and the same Day is given to the Plaintiff also

At which said next Court to wit the first Day of April Anno Dom 1709 Isaac
Norris Gent Plaintiff Attorney aforesaid Complained against the said John Abbey
in a Plea of Debt on Bill according to the Tenor and Effect thereof the said John Abbey
Defendant Defendant by Cornelius Wright his Attorney Come and Defends the Force and
Injury when &c and Says that he is not
Indebted to the said Isaac Norris Gent Plaintiff Attorney aforesaid in Manner and Form
as the said Plaintiff Complaining has Declared against him and of this he Puts himself upon the
Country and the said Isaac Norris Gent Plaintiff Attorney aforesaid Doth the same
Demand against the said John Abbey Defendant

(Therefore)