Court here their reason before them said in these words viz:

Afterwards the Day and place within Contained before Thomas Smith and Robinson Esqrs two of Her Magtys Justices of Peace of this province appeared to kept the peace of the Queen Court being also appeared to take the oaths in Queen Anne County &c Came as well within named Renatus Smith and Anthony Dorsey late of Bristol Merchants Executors of the within written Deed. Whereupon the said attorney within Contained and the same of the said writing obligatory written is read Mention being separately the said Came to wit William Hopper John Keene James Boud Matthew Maston Maurice Darby Walter Lane Carter Benjamin Wright Thomas Hollingsworth Jethro Maston James Taylor Andrew Kipp and Henry Williams who being sworn and from to speak the truth touching the within Contained say upon their Salty that the said Edward Rowson Late not signed any the Money in the said Deed of the within obligatory within mentioned on the part to be performed

Therefore It is Considered by the Court here the 4th Day of November aforesaid that the said Renatus Smith and Anthony Dorsey Executors aforesaid Pay unto the said Deed Rowson or order the sum of one hundred pounds the Money of the said bond Debt and all other damages out of the Estate of the said Court to be adjudged unto them for their costs and charges in this behalfe laid out and expended and the Defendt in Mercy

November Term 1708

Thomas Walker & Compy } Ejectment
John Broom } Ejectment

Comes Parties by their Attorneys and Demanded that judgment for to wait the first Day of April in the twelfth year of the Reigne of our Soveraigne Lady the Queen that now is &c Anno Dni 1707 John Broom of Bristol County Merchant was attached to answer unto Thomas Walker and Compy in a Plea of Trespass or the Case &c

And Whereupon the same Thomas and Compy by Donald Hunt their attorney Complain that whereas the said John Broom the fifth Day of July Anno Dni 1705 at the Same parish in Anne Arundell County aforesaid to the Same Merchants of said Trade and Dwelling the first bill of Exchange with his proper hand subscribed Bearing Date the Day and year aforesaid for Same Samuel Broom Merchant in London Drawn and of the Same requested the said Samuel Broom at Twenty Days Sight of such his first bill of Exchange his second bill or Exchange of the same tenor and Date not being paid to pay unto a Certain William Embra or order the Sum of Six pounds Sixteen Shillings and three pence sterling for value received of the said Richard and Compy which bill of Exchange aforesaid and before Said time by the said Samuel Broom the aforesaid Richard and Compy by the Instrument with their proper hands indorsed Order to the Plaintiffs Merchants order the good Six pounds sixteen shillings and three pence sterling to be paid to the aforesaid Thomas Walker and Compy or their order for value of them received of the aforesaid Samuel Broom afterwards to wit the sixth

Day

November Term 1708

Day of March Anno Dni 1707 at London aforesaid had Notice and then and there was required to pay the aforesaid Six pounds Sixteen Shillings and three pence to the order of the said Thomas Walker and Compy which to do he totally Refused and the said Thomas and Compy in fact say that the said Samuel Broom after Sight of the said bill and Notice as said hitherto hath not paid to the said Thomas and Compy or their order the said sum of Six pounds Sixteen Shillings and three pence sterling and that for want of payment thereof the said Thomas and Compy the said sixth Day of March Anno Dni 1707 aforesaid at London aforesaid according to the Custome of Merchants aforesaid protested or Caused to be protested the said bill of Exchange the said John Broom the Fourteenth Day of December Anno Dni 1707 all the said John Broom the Drawer of the said bill of Exchange aforesaid and the said John Broom by reason whereof and of the said Six pounds Sixteen Shillings and three pence sterling became liable to pay all the Damages Interest and Charges the said Thomas and Compy should sustain or be put to by reason of the said Six pounds Sixteen Shillings and three pence sterling and of the said Thomas and Compy all and all the Damages Interest and Charges the said Thomas and Compy should sustain or be put to by reason of the said Six pounds Sixteen Shillings and three pence sterling to the said Thomas and Compy would well and truly Content and pay when after thereunto Requested Nevertheless the said John Broom the same and Assumption aforesaid not Regarding but Minding and Intending unjustly to defraud the said Thomas and Compy in this part Faithfully and Justly to Pay and Satisfie the said sum of Six pounds Sixteen Shillings and three pence sterling or the Damages Cost and Charges aforesaid or any part thereof to the said Thomas and Compy although often times to be Requested so the said Fourteenth Day of December Anno Dni 1707 and at the aforesaid hath not paid but the same to them to pay hitherto hath Refused and still doth refuse to the Damage of the said Thomas and Compy ten pounds and therefore they the said Plaintiffs Pledges &c Cost

And the said John Broom by Richard Dallam his attorney comes and Defends the Force and Injury when &c and prayes Leave to imparle thereunto until next Court and he hath it and the same Day is given to the plaintiffs alike

At which said next Court to wit the Fourth Day of November Anno Dni 1708 Came again as well the said Thomas Walker and Compy by their attorney and the said John Broom by the said attorney and

Before