To Wm in Due forme of Law shewed and alledged of the said Benjamin
first bill of Exchange mentioned in manner and form the said Benj.
order the said money of Virginia and the said Defendants according to the tenor of
the said bill and accept thereof and have not paid nor satisfied the same or
any part thereof contrary to the said Bill upon the first day of May Anno Dni
1708 at Kent County aforesaid within the jurisdiction aforesaid and often since by
the said Benjamin and Company they have been required but the same to them
to pay the said Damages and at not the Damages and Damages to the Damages of
them the said Benjamin and Company of Virginia aforesaid and after the
Bring Suit &c Pulsatum pro Defendant pledges &c Ad Dmum
And the said Defendants by Cecilius Hunter their Attorney come and Defend
the force and injury when &c and saith that the said plaintiff ought
not maintain his Bill against the said Defendants because he says that the said Defendants
to make answer thereto and that they ought not by law to be compelled
and they pray to make answer to the said Bill and therefore for cause of Demurrer
and Exceptions to the said plaintiff and Defendants Demurrer to the said
in the same to be contained they the said Defendants Demur in law and for
Cause of Demurrer shewth

1st Reason the said plaintiff in their Bill by the Generall Bill of Exchange
&c as the said Defendants pretend and contend without Cause
and the said Bill of Exchange the said Defendants required the said Defendants
Generally after sight of the said Bill of Exchange to pay unto the said Benjamin Weay & Company of
the same Debt not paid to pay unto the said Benjamin Weay & Company of
London Merchants and or their order the sum of thirty pounds sterling value
received of James Heini and to make good payment and place to acct of Robert
Smith according to the said Bill of Exchange in the said Bill to wit
he the said 29 nine shillings and ten pence sterling mentioned to be the said
the said Bill of Exchange with Date thereof and certainty in the said Bill one
hundred in the said Deed which said Bill the said Defendants are not
follow but the variance of the said Bill with the said Deed in regard the
the said Bill or Originall Bill and the said Defendants not being the two of
have certainty in the said plaintiffs Deed is Demurrable

2 The said plaintiff in their Deed saying that the said Defendants
the said Bill under and place to account of Robert Smith the said Bill mo
Date wants Bill time and certainty in the Deed and also in the said Bill
the said Bill not said in the said Deed to be Bought in Cause the said
Defendants Cannot answer thereto

3 The said plaintiff in their said Deed say that upon payment of the said Bill
they produced to the said Original Bill of Exchange protest and by the said
Bill of the said Notary and all there in Court ready to be produced and they have all
Cause appear which said Original or Bill of Exchange they do not
said what the said plaintiff mean by the said Notary and all there in Court ready to
be produced the said Defendants have not called the said plaintiff in the proper
in mind of their said Deed but Contrary to Strange all the said Bill and
Bill Date and to the said Bill and of the said Bill and said the same
therein mentioned is Bill Date and certainty and Circumstances Bill
Bill and Mr. Defendants being to know the said time and of the said Bill
and may have been paid before the said Bill was produced or after the present
of the said Bill of Exchange of Robert Smith in the said time which the said
plaintiff in their said Deed have not specified Bill mentioned Bill Impossible

(4)

4 The said plaintiff in their said Deed say that upon the said Bill of Exchange the payment of the said
first bill of Exchange Court Kent and into the said Benjamin Weay and Company Time the
Death of the said Robert Smith to Require and Receive of them the said Benjamin and Company
Debt or Value or impossible at Antigua for the said Debt Court Kent and the Day of
the protest to wine and in the said time of the said Robert Smith and the Court Kent
Quere against the said Bill Bill Action

5 The said plaintiff in their said Deed say that upon the said Bill of Exchange Court
the said Robert Smith and William the Undertaker and Administrator of the said
Benjamin and Company (they have been required) to accept the said Bill of Exchange
Court for the said Debt and to the said Defendants in their and Equity the said Defendants
Demand the said in the said plaintiff Bill which Demand not done time and for the
said of the said plaintiff Original not wine and impossible for the said Defendants
to pay the and Court and is a ground for the said Defendants action Contrary to the
Exception and Demurrer the said Deed the Insufficient and uncertain and to
impossible for the said Defendants to make any plaine and certain Demurrer and
they the said Defendants are ready to verify and prove the said Defendants
Insufficient Deed of the said plaintiff in that Demurrer the said Defendants
Demurrer and the said Exceptions to be Considered by reason of the said Exceptions and
they do adjudge unto them &c Hunter for Defendants

The plaintiff Joyce Cullington pro Lego

Which said Demurrer being read and argued and Mature Deliberation thereupon
by the Court being taken and also that the Demurrer aft is not sufficient in law to stay
or delay Judgment Therefore It is Considered by the Court here Wed this Twenty
fifth Day of June Anno Dni 1708 that the said plaintiffs Benj Weay & Comp do recover
against the said Defendants Renatus Smith & Anthony Ivey Exors of Robt Smith Esq dec the
sum of thirty and six pounds sterling Damages & also the sum of Three hundred sixty
seven pounds of Tobacco Costs by the aft plaintiffs about their suit in this behalf
expended & by the Court here of there absented judged of the Goods & Chattels of the aft
Robert Smith in the hands of the said Defendants Exors of the said Robert to be administred
and if the said Exors have not so much in their hands to be administred then the
Costs aforesaid against the said Exors & the said Exors in Mercy &c

James Smith Clk

(Seal) A True Copy taken from the Records of Kent County James Smith Clk

And Now here this Day to Wit the Seventh Day of September Anno Dni 1709
Come the said Renatus Smith & Anthony Ivey Exors as aft into the Ma ty prov Court
of Maryland before the Justices thereof by Wornell Hunt their Attorney & say that the
Record and process aft & also in Reviving the Judgment aft Ma ty Manifestly Errors
with

Imprimis It is Errd in this that the now Defendants declare that the Testator
Robt was Indebted to them in the sum of 30 Pounds but shew not how or for what
nor Sett forth any Customs to aid it

2: It is Errd in this that they shew not the time and place of the Testators assumption

3: It is Errd in this that the assumption in the Decl is laid & otherwise then in the