And the said Wm Herrin by Danl Dulany his attorney Comes and defends the force and Injury when &c. and prays Leave to Imparle hereunto until next Court and he hath it & the same day is given to the pltff also — Attwd said next Court (to wit) the 17th day of July Anno Domi 1711 Comes again as well the said Richd Lee by his attorney afsd as the said Wm Herrin by his attorney afsd and the said Wm Herrin by his said attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same day is given to the pltff also — Attwd said next Court to wit the second day of October Anno Domi 1711 Comes again as well the said Richd Lee by his attorney afsd as the said Wm Herrin by his attorney afsd the said Wm Herrin by his attorney as before defends the force and Injury &c and saith that he the said William Herrin with Costs and Charges about his suite of him the said Richard Lee in this behalf sought not to be hurtfull because he saith the said Richard Lee the second day of July Anno Domi one thousand seven hundred and ten afsd at the County of Ann afsd hath not required him the said John Herrin to pay unto him the said Richard Lee the said twenty pounds sterling with damages Interest and Costs afsd nor at any other time or place before the day of the suing out of the original writt of him the said Richard Lee in the plea afsd and thereof he puts himself upon the Country — And the said Richd says that by anything pretleadged by the afsd Wm Herrin above in pleading from having his action afsd against them he ought not to be precluded because he says that the afsd plea by the afsd William in Manner and form afsd above pleaded & the matter therein Contained are not Suffl in Law to barr him from having his action afsd against the said Wm to which plea he the said Richd hath wonder no by the Law of Land is obliged to answer and the said Richd ready to verifie which for want of sufft plea in this part the said Richd prays Judgmt and his damages by occasion of the premises lost to be adjudged to him &c. And for Causes of Demur in Law on that plea the said Richard according to the form of the statute in that Case Lately made and provided shews to the Court here as follows viz. in that the said Wm therein hath not according to Law made a full defence and also in that he Concludes in the same plea with ad hoc paratus est verificare and doth not traverse begin in barr & Concludes with an hoc paratus est verificare and doth not traverse the time of the request laid in the ded of the said Richd and for that the said plea is allogether uncertain and wants forme &c. — Whereupon the said Richard Lee by his attorney afsd prays that the said Wm Herrin to his Demurrer afsd in any answer that the said Wm Herrin all the solemnity called Comes not nor does he make further defence in this plea afsd but made default whereby the said pltff remains against the said defendt without further defence — Therefore it is Considered by the Justices here the second day of October Anno Domi 1711 that the said Richd Lee recover against the said William Herrin as well the sum of twenty four pounds sterling his damages afsd as also the sum of pounds of Tobacco by the Court here adjudged unto him for his Costs and Charges by him about his suite in this behalf laid out & expended

Expended — and the defdt in Mercy &c — Mr the pltff release unto the defdt one half of the Costs of Suite afsd —

Wm Fishburn Mercht & Wm Fishburn & Thos Graham Mr James Wessells — were Executors to William Fishburn Merchant of Maryland & James Wessells of Kent County Gent admr of all and singular the goods Chattels Rights & Credits wch were of Gerardus Wessells late of Kent County Gent deceased at the time of his death was attached to answer unto William Fishburn Mercht and Wm Fishburn Executor of the last will and Testament of Thomas Graham late deceased of a plea of Trespass upon the Case

And whereupon the said William Fishburn Mercht and William Fishburn Executor as afsd by Thomas Bordley their attorney Complain that whereas a certain Bill called as afsd on the twenty seventh day of March anno Domi one thousand seven hundred and at Annapolis in Anne arundell County the said Edward then and there negotiating and suing (Commerce) made and with his proper hand subscribed his certain first bill of Exchange in writting according to the Customs of Merchants from the time whereof the mony in the said Contrary used and approved bearing date the same day and year to a certain Mr Robert Dunckley mercht in London directed (the said Robert Dunckley then residing and using Commerce at London afsd in the Kingdom of Great Britain) and by the same bill requested the said Robert Dunckley at Sight of the Right of that his first bill of Exchange the Second and third not paid to pay unto the said Wm Fishburn and Thomas Graham or ord the sum of Eighty five pounds sterling Money Valued received and to place the same to the account of the said Edward Ballhurst the said Wm Fishburn Mercht and the said Thomas Graham then being Joint Merchants and using Commerce at Annapolis afsd in the County afsd and afterwards to wit the same day and year afsd and at the place afsd the said Gerardus Wessells in his Lifetime at Kent in and there negotiating & using Commerce at the special Instance of the said Edward and for the better Security of the payment of the Contents of the said bill to the said Wm Fishburn and Thomas Graham or ord and before the delivery of the same bill to the said Wm Fishburn and Thomas Graham and for that the said Wm Fishburn and Thomas Graham would not accept or receive from the said Edward Ballhurst the said Bill for the Valued sum the said Wm and Thomas by the said Edward receive endorsed to the said Gerardus would then and there according to the Customs of Merchants from the whole time aforesaid and afsd the same bill at the Instance and request of the said Edward by writing his name upon the back thereof and become Lyable and Chargable to and with the payment of the Contents ~~thereof in Case~~ the said same bill and of all damages & Costs that shall accrue unto the said Wm and Thomas ord for want of the due acceptance of the said bill and payment of the Contents thereof in Case the same bill should not be duly accepted & paid by the said Robert Dunckley according to Tenor thereof & that then and there according to the Customs afsd and afsd the said bill at the Instance and request of the said Edward by writing his name upon the back thereof and then and there in Consid" of the premises and that the said Wm and Thomas at the special Instance & request