that Non acquittance of the aforesaid first bill of Exchange and non payment of
the Contents thereof to the aforesaid Isaac Milner in his lifetime to whom the
payment thereof by the Indorsement as before was appointed to be made and thereupon
the said Luke afterwards to wit the aforesaid first day of Novembr at Anne County
aforesaid in Consideration of the premises upon himself assumed and to the said Anne
then and there faithfully promised that he the said Luke the aforesaid sum of
forty pounds seven shillings and nine pence shillings with all lawfull Costs damages
and Interests suffered and sustained by the said Isaac in his lifetime to whom
the payment thereof by the Indorsement aforesaid as before appointed was to be
made when he should be afterwards thereunto required would well and
truly Content and Pay And the said Anne in fact saith that yet
lawfull Costs damages and Interests of him the said Isaac in his lifetime
by the aforesaid Occasion of the non acquittance and non payment of the
Contents of the aforesaid first bill of Exchange as aforesaid amount unto Eight pounds one
shilling and six pence half penny sterling where of the said Anne the day year
and place last mentioned to the same Luke Gave Notice Nevertheless
the aforesaid Luke his promise and assumption not at all Regarding but minding
and fraudulently Intending the same Isaac in his lifetime and after
Anne administratrix of the aforesaid Isaac in his lifetime and after
Since his decease in the said County Carefully and Diligently so
Deceive and defraud the said forty pounds seven shillings and nine pence
sterling together with the lawfull Costs Damages and Interests aforesaid which
in the whole amount to forty Eight pounds nine shillings and three pence
half penny sterling or any part thereof to the said Isaac in his lifetime or to
the said Anne administratrix aforesaid since his decease (to which said Anne administratrix
of all and singular the goods and Chattels rights and Credits which
were of the said Isaac at the time of his death by the Providence
of God Archbishop of Canterbury the twenty eight day of Aug Anno
Domini seventeen hundred and thirteen at London aforesaid Vigt at Anne County
aforesaid in due form of law was Committed) or to either of them although the
hath been by the said Isaac in his lifetime and by the said Anne administratrix aforesaid
since his decease often thereunto required Nevertheless on the aforesaid first
day of Novembr in the year Seventeen hundred and thirteen at Anne County
aforesaid and often afterwards at the same County hath not paid or either of
them for the same hitherto in any wise Contented but the same
to the said Isaac in his lifetime and to the said Anne administratrix aforesaid since
his decease to pay hath hitherto refused and the same to pay yet
doth still doth refuse to the damage of the said Anne ninety shillings
and therefore she brings her Suit &c. and she brings hereunto the Bill of the said day
of Canterbury &c. and witnesses the Court of the aforesaid in form aforesaid
&c.

And the said Luke Gardiner in his own proper person appears and
(thereupon)

thereupon the said Luke Gardiner at the prayer of the Plaintiff is adjudged to give
Speciall bayle to the action aforesaid. Thereupon John Baptista Carberry of St.
Mary's County Gent Comes into Court and undertakes for the said Luke Gardiner
that in case the said Ann Milner administratrix aforesaid shall recover Judgment in the
Plea aforesaid against the said Luke Gardiner that he the said Luke Gardiner shall be
therein convicted that then he the said Luke Gardiner shall pay the condemnation
of the Court thereupon he delivers himself to the prison of our Soveraigne
Lady the Queen in Satisfaction thereof or he the said John Baptista Carberry will
do it for him. And thereupon the said Luke Gardiner in his own proper
Comes and defends the force and Injury when &c. and Says that he Cannot
Gainsay the plaintiffs bill aforesaid so as aforesaid against him brought nor Can he
Say but that the said plaintiff ought to recover her damages by Occasion of the
premises aforesaid to the sum of forty Eight pounds thirteen shillings and nine pence
sterling and Costs of Suit against him which the said plaintiff does not Gainsay.

Therefore it is Considered by the Justices here the 15th day of April
Anno Domini 1714 that the said Ann Milner administratrix as aforesaid recover against the said
Luke Gardiner as well the sum of forty Eight pounds thirteen shillings and nine
pence sterling her damages aforesaid in form aforesaid Conferred as also the sum of
Pounds of Tobacco by the Court here
adjudged unto her of her Assent for her Costs and Charges by her about
her suit in this behalf laid out expended and the said in Mercy &c.

1711 Wm Lord
Mary land ss.
Roger Boyce late of Calvert County planter was
attached to answer unto William Lord merchant of
a plea of trespass upon the Case
To Roger Boyce

And whereupon the same William by Thomas Mannonara his attorney
Complaining that whereas the said Roger the twelfth day of May in the year of
our Lord God one thousand seven hundred and eleven at the City of London
Visit in Calvert County became indebted unto the said Wm in the sum of forty
seven pounds four shillings and one penny sterling being for divers sums of money before
that time at the special instance and request of the said Roger by the said
Wm laid out disbursed and expended for the freight Duties entering
Customs ward house Room Carriage Litterage Carling Porterdg Cooperidge
and Broaderidg of eleven hogsheads of tobacco of the proper tobacco of
him the said Roger and by him shipt and Consigned to him the said Wm
to be by him the said Wm disposed of and sold on his the said Rogers
proper account and Risque and being so thereof indebted the said
Roger afterwards (to wit the twelfth day of May aforesaid in the year of our
Lord God one thousand seven hundred and eleven aforesaid Calvert County
aforesaid in Consideration thereof assumed upon himself and to the said Wm then
and