Generall the Action aft. against him to Have or Maintain Ought not because the
Same Thomas Fisher Dec'd in his life time on the 10th Day of October in the Condition
of that Writing Specified Satisfied and Paid unto the Right Hon'ble Charles Lord —
Propry the Sum of Twelve thousand One hundred and Sixty Pounds of Tobacco According
to the Condition of the said Writing viz. at Amelrundale County which the Same Lord —
Propry in Discharge of the said Writing then and there had and received And this he is
ready to Verifie And therefore he prays Judgment if the said Attorney Generall —
the said Action Against him to Have or Maintain Ought &c. ——

And the said Attorney Generall says that the said Lord Propry by any —
thing before Alledged the Action aft. from having Ought not to be barred because he
saith that the said Thomas Fisher Dec'd in his life time Did not Pay to the said Right —
Hon'ble the Lord Propry the aforesaid twelve thousand One hundred and Sixty Pounds —
of Tobacco as he the said Thomas hath above by Pleading Alledged And this the said —
Attorney Generall prays may be Inquired into by the Country ——

And the said Thomas Fisher Executor as aft. likewise ——

Whereupon Command is given to the Sheriff of Amelrundale County that he Immediately
Cause to Come here twelve &c. by whom &c. to Recognize &c. of which said Propry the said
Sheriff to wit Stephen Warman Gent. makes return that he hath here ready twelve &c.
as by the said Precept he was Commanded And now here afterwards to wit the —
Same Day and year last Mentioned Comes again as well the said Thomas Bordley Esq.
his Lordships Attorney Generall who &c. as the said Thomas Fisher in his Capacity aft. —
by his Attorney aft. And the Jurors of that Jury Impannelled whose Christ. Christian is above
made being Called likewise Come to wit James Monat Darby Lane Robert Shirley —
Charles Rockhold Thomas Stonebroad John Manning John Cragon John Neale Zacha-
riah Macubbins William Macubbins George Longford and John Thomas who being
duly Sworn tryed and Sworn to Say the truth in the Premisses upon their Oath Do
Say that the said Thomas Fisher Dec'd in his life time on the 10th Day of October —
in the Condition of the writing aft. Specified Did Satisfie and Pay unto the Right —
Hon'ble Charles Lord Propry the Sum of Twelve thousand One hundred and Sixty pounds
of Tobacco According to the Condition of the said writing viz. at Amelrundale County as
the aft. Thomas Fisher Executor as aft. above there aft. by Pleading hath Alledged ——

Therefore It is Considered by the Justices here the 20th Day of September
Anno Dni 1720 aft. that the said Lord Propry take Nothing by his Writt aft. And
that the aft. Thomas Fisher Executor as aft. go there aft. without Day &c.

Dd.. Jonathan Forward } Also whereas it Appears to wit in October Term 1719
J.B.. Gilbert Bowlson } Gilbert Bowlson of Amelrundale County Mariner was Attached
to Answer unto Jonathan Forward of London Merchant of a —
plea of Trespass upon the Case ——

(And

And Whereupon the Same Jonathan by Daniel Dulany his Attorney Complains that
whereas the said Gilbert the Fourty Eighth Day of April Anno Dni Seventeen hundred and
Eighteen at Amelrundale County According to the Custom of Merchants and Other Good and
approved the Contrary whereof in the Memory of Man is not Used and Approved Made and
Drawn three Bills of Exchange all of One Tenour and Dated the Day and year aft. with —
his proper hand and Name thereto Subscribed And to the Same Jonathan Merchant in —
London Residing and Negotiating Directed by the Second aft. which Bills the said Gilbert
required the Same Jonathan at twenty Days Sight three of his first and third of the Same
Tenour and Date being unpaid to Pay unto then the Same Jonathan or Order the Sum of
fifty Eight Pounds Sterling And to Place the Same to Account of the said Gilbert In Consid-
eration whereof and the Custom aft. the aft. Gilbert afterwards viz. the Day and year above
Mentioned at Amelrundale County aft. upon himself aft. assumed and to the aft. Jonathan then
and there faithfully Promised that he the said Gilbert the said fifty Eight Pounds Sterling to the
Same Jonathan would well and truly Satisfie and Pay In Case he the said Jonathan should
not have Money in his hands to Comply with the said Bill together with all Cost Damages and
Charges that should be Occasioned by Non Payment thereof And the Same Jonathan in Fact —
Saith that he at the time of the Draught of the said second Bill or Since had not any of the Money
Goods or Effects of the said Gilbert in his hands wherewith all to Comply with the said second
Bill whereupon he the Same Jonathan afterwards viz. the twelfth Day of September in the —
year above Mentioned at London aft. viz. at Amelrundale County aft. the second Bill of the —
first and third of the Same Tenour and Date being unpaid According to the Custom aft. did protest
or Cause to be protested And that the Damages and Charges Occasioned by the protestation of
the said Bill And the Nonpayment of the Money therein Mentioned Amounts to Eight Pounds Eighteen
Shillings and three Pence Sterling aft. all which the said Gilbert afterwards viz. the twelfth Day of
August Anno Dni Seventeen hundred and Nineteen at Amelrundale County aft. had notice Never —
theless the said Gilbert his promise and Assumption aft. not regarding but minding and fraud-
-ulently intending him the Same Jonathan in this behalf Craftily and Subtilly to Deceive Defraud
the said Gilbert the said fifty Eight Pounds with Cost Damages and Charges Occasioned as aft. Amount-
-ing in the whole to Sixty Six Pounds Eighteen Shillings and three Pence or any Part thereof to
the said Jonathan altho' often thereunto required particularly the twentieth Day of August in
the year last Mentioned at Amelrundale County aft. has not Paid but the Same to him to Pay
has hitherto refused and still doth refuse whereby the said Jonathan says he is the worse And
has Damages to the Value of One hundred and Sixty three Pounds Eighteen Shillings and Six-
Pence Sterling And therefore he brings Suit &c. Pledges &c. John Doe &c. Richard Roe ——

And the aft. Gilbert Bowlson by Thomas Bordley 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 Plaintiff Also ——

At which said Next Court to wit the second Tuesday of April being the twelfth Day of the Same
Month Anno Dni 1720 Come again the said Parties Plaintiff and Defendant by their Attorneys
aft. And the said Defendant 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 Plaintiff Also ——

At which said Next Court to wit the third Tuesday of September being the twentieth
Day of the Same Month Anno Dni 1720 Comes again as well the said Jonathan Forward by
his Attorney aft. as the said Gilbert Bowlson by his Attorney aft. And the said Gilbert
Bowlson by his said Attorney as before Defends the Force and Injury when &c. And Saith
that he hath not Assumed upon himself in Manner and Form as the Plaintiff above against
him hath Complained And thereof he Puts himself upon the Country ——

And the Plaintiff Also ——