aff. mentioned are Debts of a higher nature and ought to have been Proved and paid before the severall accounts
aff. by them paid and accounted for with the aff. Comissary and Witnesses did object that severall of the payments
aff. were made since the notice of the Bill and protest aff. And thereupon the aff. Attorney did further
alledge and give in Evidence to the Jury aff. that there had been severall Suits had been commenced by Gilbert
the dead. and a certain Philip Goodman in which said Suits Judgments had been rendred in favour of the dead
and that the Cost of which Suits amount to Pounds of Tob. for which the Defendants
have past an account and have had Allowance by the Comissary aff. Where as the Bill aff. was a debt of the
dead to be recovered of the said Goodman And that the said Goodman entered into bond to the said
dead Edward Bryan in the Sum of thirty thousand pounds of Tob. with Roger Woolford and John Gidder
his Surties as by an attested Copy of said Bond hereunto annexed appears for prosecuting an Injunction
from a Judgment in Ejectment rendred in the Prov. Court for the dead Bryan against the said Goodman
And that the said Injunction Bond was never prosecuted with Effect and that the said Bond is a debt in
their hands which they have not accounted for and further that the Defendants put the said Bond in
Suit and thereafter agreed without recevering Satisfaction Contrary to the Duty of Office of an Administrator
and prayed and had Allowance for their Costs in the accounts aff. past with the Comissary and Objected
that Gary Lowdes account of twenty pounds Six Shillings - Thos Greenes account of Six
pounds two Shillings - Henry Turners Account of three pounds thirteen Shillings Six pence paid by the
Defendants were only proved before our Justices of the Peace were no Evidence in the Law and Witnesses did
Object to an Account of two pounds Six Shillings paid by the Defendants to Mr Davison dead was
only proved before an Alderman at Annapolis or at other account of Sixteen hundred pounds of Tob.
paid by the Defendants to Arthur Whitely was not proved according to Law and was paid since the fifth
of April Sixteen hundred - twenty one and that an account of Mary Warners of four pounds
Sixteen Shillings was paid as aff. And thereupon the Attorney for the Defts. Witnesses - Thomas that of
Affidavit aforesaid supposed to be made by the said Ch. Smith was taken ex parte without giving notice thereof
to the said Defendant or either of them and that therefore the said affidavit by the Law of the Land was not
Evidence in Law to prove that the said Defendant or either of them had notice as in the Deed aff. is supposed
And the said Attorney further Insisted and proved unto the aff. Justices & Jurors that the Suit commenced
for the aff. thirty thousand pounds of Tob. abated by special pleading to the writ on which the same
Suit was grounded - that afterwards & not before the same action was entered agreed and that therefore
the abatement of the said action & entering thereof agreed not by Law cause the said thirty thousand
pounds of Tob. to be lefft in the hands of the Defendant. Whereupon the Justices aff. declared their
Opinion to the Jurors that the affidavit aff. was Legal proof that the said Defts. had had notice of the said
supposed Protested Bill of Exchange & the abatement of the Action aff. with the entering thereof agreed
made the said thirty thousand pounds of Tob. a debt in the hands of the Defendants And thereafter the
Plaintiffs Attorney Answered that the notice in the Deed is confessed in the pleading and that if notice had
not been given the Defendants might have taken Issue thereon and the pltfs. Atty. further answered
that the aff. Bond for the aff. thirty thousand pounds of Tob. was put in Suit by the aff. Sarah dec.
aff. while Sole and during the pending the Suit the Intermarried the aff. Philip that the same was agreed
and the plaintiffs Attorney proved to the court and Jury by the evidence of the aff. Philip Goodman sworn at
the Bar that after the Intermarriage between the said Philip & his wife to the said Goodman did obtain
an other Injunction against the said Defendants thereby Enjoyning them from proceeding on the Judgment in the
Provincial Court and former Injunction Bond and that upon the said Goodman selling to the said Philip Eighty
five Acres of Land whereupon the said Goodman had built a Dwelling House and other considerable Improvements
for fifty pounds the said Judgment in the Prov. Court and the first Injunction Bond were agreed And that he
desired the Jury aff. to give their Verdict for the said Humphry Morris aff. and upon the premisses And that
he Lefftness desired the Judges aff. that they would inform the Jury aff. that the severall payments aff. by the
Defendants aff. made were sufficient in Law, and the Justices aff. the Jury aff. did inform that the

(payments)

Payments aff. were not good in Law to maintain the Issue aff. By which the said William Cumming Attorney aff. prayed the
Defts. Witn. also did request of the said Justices according to the Tenor of the Statute in such Cases provided this present
Bill which doth Contain at the matter aff. above by him to the Jurors aff. shewed by which the said Justices at the request
of the said Humphry Morris this Bill have Sealed at Dorchester County aff.

Roger Woolford (Seal)
Edward Coots (Seal)

Whereupon all and Singular the premisses being by the Court here fully understood and matured deliberation
being thereupon had — It is Considered by the Justices here this 11th Day of May Anno Domi 1726 that the said
Humphry Morris Esq. take nothing by his said aff. But be in Mercy for his false Clamour and that the said William Cullen
and his Deputy of the said Edward Bryan go thence without day &c. — It is also it is Considered that the said William Cullen
do recover against the said Humphry Morris Esq. the Sum of
1662 of Tob. by the Court here adjudged unto him for his Costs & Charges by them about their defence in this behalf laid out
and expended &c. — pounds

Michael Macnemara .
Eleanor Rogers late of
Nicholas Rogers . . . . .

By Virtue of his Lordships writ for Correcting Errors Directed to his Lordships Justices of Balt County Court in a certain Cause in the said Court Lately depending between the said Rogers's Pltff. the said Michael Macnemara The said Justices Transmitt to the Justices of the Prov. Court here in Obedience to the said writ the following Record Viz. —

Maryland ss In the Records of Baltimore County Amongst other things thereon Contained is as followeth Viz. —
Baltimore County ss/ At a County Court of the Right Honourable Charles Absolute Lord and Proprietary of the
Province of Maryland and Avalon Lord Baron of Baltimore &c. held at Joppa for the County of Baltimore
the first Tuesday of March being the Sixth Day of the same month in the Sixth year of his said Lordships —
Dominion 1721 before the said Lordships Justices thereunto Lawfully authorized and appointed &c. Viz. —

Present — Coll. James Maxwell

The Worship full — Capt. Luke Gardner — Mr. John Israel, Mr. James Todd, Mr. Edward Hall — Gent. Justices —
Mr. Roger Mathews —
Mr. Daniel Scott Jun. —

Francis Holland Sheriff — John Stokes Clk. —

Nicholas Rogers Ex. — Michael Macnemara abst. } Baltimore County ss/ Elinor Rogers of Baltimore County Widdow Executrix of the Testament and Last wile of Nicholas Rogers Late of Baltimore County in London Deceased was
Attached to Answer unto Michael Macnemara of a plea of Trespass upon the Cas &c. And
thereupon the same Michael by Margaret Macnemara his mother and Natural Gardian complains that whereas
the said Nicholas in his Life time (Viz.) the Ninth Day of August Anno Domi Sixteen hundred and Seventeen
at Baltimore County aff. within the Jurisdiction of this Court was indebted unto the said Michael in five thousand
pounds of Tob. in Casque for the same Value by the same Nicholas from the said Michael then had and received
And being so thereof indebted the said Nicholas in his Life time in Consideration thereof the Day and year aff. at
Baltimore County aff. within the Jurisdiction aff. upon himself Assumed and to the aff. Michael then & there
faithfully Promised that he the aff. Nicholas in his Lifetime the said five thousand pounds of Tob. in Casque
to the said Michael when thereunto requested would well truely Content and pay to the said Michael
Nicholas in his Life time and the said Elinor since the Death of the said Nicholas the premises and Assump-
tion of the said Nicholas in form aforesaid made not regarding but minding and fraudulently intending

(the