certain Note in Writing called a Promisory Note with his proper hand thereto Subscribed bearing date the Day and Year last aforesaid and the said Note to him the said Benjamin then and there delivered by which said Note the aforesaid Samuel Promised to pay unto him the said Benjamin by the Name of Mr. Benjamin Tasker or order on demand the Sum of ninety nine Pounds nineteen Shillings and twenpence Sterling in good Bills of Exchange for Value received by reason whereof and also by force of the Statute in such Case made & Provided the aforesaid Samuel became liable for and Chargeable to pay unto him the said Benjamin the aforesaid Sum of Money upon demand and being so therewith Chargeable the aforesaid Samuel in Consideration thereof afterwards to wit on the Day and Year last aforesaid upon himself Assumed and to the said Benjamin then and there faithfully Promised that he the said Samuel the aforesaid Sum of Money to him the said Benjamin when afterwards he should be thereunto required would well and truly content and pay Nevertheless the aforesaid Samuel his Promise and Assumption aforesaid so as aforesaid made nothing regarding but minding and fraudulently intending him the said Benjamin in this behalf craftily & subtilly to deceive and defraud the aforesaid Sum of Money or any part thereof to him the said Benjamin hath not Contented or paid altho so to do the aforesaid Samuel was afterwards to wit on the Day and Year last aforesaid at the County aforesaid by the said Benjamin requested but the same or any part thereof to him the said Benjamin to content or pay he hath hitherto altogether refused and still doth refuse to the Damage of him the said Benjamin in the Sum of Two hundred Pounds Sterling Money aforesaid and therefore he brings Suit &c.

Sledges &c. John Doe & Ro. Roe

A Copy of which aforegoing Declaration was made & sent with the Writ in the Plea aforesaid.

At which said third Tuesday of October to wit the 10th Day of the same Month Anno Dom 1748 being the Day of the return of the aforegoing Writ comes the said Benjamin Tasker by Edward Dolsey his Attorney and the Sheriff of Calvert County to whom the same Writ was directed likewise comes and makes return thereof to the Court here thus Endorsed (Viz.) Cepi Corpus Copy left in time D. Rawlings Shff.

And the said Samuel Harrison by Henry Darnall his Attorney comes and defends the Force and Injury when &c. and saith that he cannot deny the Action aforesaid of the aforesaid Benjamin Tasker so as aforesaid against him brought nor but that he owes to the aforesaid Benjamin Tasker the Sum of one hundred & four Pounds Sterling in manner and form so as the aforesaid Benjamin Tasker above against him hath Complained.

Therefore it is Considered by the Justices here that the said Benjamin Tasker recover against the said Samuel Harrison as well the Sum of One hundred & four Pounds Sterling certain Damages as also the Sum of

515 2/5 3/4 Pounds of Tobacco by the Court here unto him on his Apeal adjudged for his Costs and Charges by him about his Suit in this behalf laid out & Expended & the said Deft. in Mercy &c.

Test. R. Burgess Clk.

K. William Digges } Comm. was given to the Sheriff of Queen Annes County that he should take
ffs. Stephen Yoe } Stephen Yoe late of Queen Annes County Planter otherways called Stephen Yoe of Queen Annes County Planter if he should be found in his Bailiwick and him should safe keep so that he might have his Body before the Justices of his Lordships Provincial Court to be held at Annapolis the third Tuesday of October then next to answer unto William Digges of a Plea that he render unto him the full and just Sum of twenty Thousand Pounds of good Merchantable Tobacco which to him he owes and unjustly detains &c. and that thereof he the said Shff. should not fail &c.

And the said William Digges by James Calder his Attorney Complains ag.st the aforesaid Stephen Yoe in the Plea aforesaid as follows (Viz.)

(Maryland)

Maryland ss. Stephen Yoe late of Queen Annes County Planter otherways called Stephen Yoe of Queen Annes County Planter was Summoned to Answer unto William Digges of a Plea that he render unto him the full and just Sum of Twenty Thousand Pounds of good Merchantable Tobacco which to him he owes and unjustly detains &c.

And thereupon the aforesaid William Digges by James Calder his Attorney saith that Whereas the aforesaid Stephen Yoe the thirtyeth Day of June in the Year of our Lord Seventeen hundred and forty six at Queen Annes County aforesaid by his certain Writing Obligatory had Granted himself to be held and firmly Bound unto the same William in the aforesaid Sum of Twenty Thousand Pounds of good Merchantable Tobacco to be paid unto the same William when thereof afterwards he should be required Nevertheless the same Stephen altho often required the aforesaid Twenty Thousand Pounds of Tobacco unto the same William yet hath not rendered or paid but that unto him to render or pay hitherto hath altogether refused and still doth refuse and unjustly detain to the Damage of the same William ten Thousand Pounds of Tobacco and therefore he brings this Suit &c. and brings here into Court the Writing Obligatory aforesaid which the Deft. aforesaid in form aforesaid Witnesseth whose Date is the Day and Year aforesaid &c. Sledges &c. John Doe & Ro. Roe

A Copy of which aforegoing Declaration was sent with the Writ in the Plea aforesaid.

At which said third Tuesday of October to wit the 10th Day of the same Month Anno Dom 1748 being the Day of the return of the aforegoing Writ comes the said William Digges by James Calder his Attorney and the Sheriff of Queen Annes County to whom the same Writ was directed likewise comes and makes return thereof to the Court here thus Endorsed (Viz.)

Cepi Corpus Decl. rec.d 11 Oct. 1748 Ja. Holliday Shff. Per A. Coty

Whereupon the said Stephen Yoe in his proper Person comes and defends the Force & Injury when &c. and offers himself ready against the aforesaid William Digges in the Plea aforesaid but the said William Digges altho Solemnly called comes not but makes default and Voluntarily suffers his action to be Discontinued.

Therefore it is considered by the Justices here that the said William Digges take nothing by his Writ aforesaid but that the said Stephen be go thereof without Day &c.

Test. R. Burgess Clk.

K. John Neilson - } Comm. was given to the Sheriff of Queen Annes County that he should take William
ffs. William Dames } Dames late of Queen Annes County Merchant if he should be found in his Bailiwick and him should safe keep so that he might have his Body before the Justices of his Lordships Provincial Court to be held at Annapolis the third Tuesday of October therenext to answer unto John Neilson of a Plea of Trespass upon the Case &c. & that thereof he the said Sheriff should not fail &c.

And the said John Neilson by James Calder his Attorney Complains against the aforesaid William Dames in the Plea aforesaid as follows (Viz.)

Maryland ss. William Dames late of Queen Annes County Merchant was attached to answer unto John Neilson of a Plea of Trespass upon the Case &c.

And thereupon the aforesaid John Neilson by James Calder his Attorney complains That Whereas a certain James Paul Heath after the first Day of May in the Year of our Lord Seventeen hundred & five to wit the eighteenth Day of January in the Year of our Lord Seventeen hundred & forty five at Queen Annes County aforesaid made his certain Note in Writing commonly called a Promisory Note with his proper hand Subscribed bearing date the same Day and Year last above mentioned and the same Note to the same William then and there delivered by which Note the same James Paul Heath Promised to pay to the aforesaid William Dames or order the Sum of eighty two Pounds two Shillings and six pence Current Money on or before the first Day of May then next ensuing for Value received and the aforesaid William Dames afterwards to wit the aforesaid eighteenth Day of January in the Year of our Lord one Thousand Seven hundred & forty five at the County aforesaid the Sum of Money aforesaid being unpaid made his certain Indorsement in Writing upon the Promisory Note aforesaid with the proper hand of him the said William Subscribed bearing Date the same Day and Year last above mentioned on which Indorsement the same James Paul Heath then and there had Notice and by the same Indorsement appointed the Contents of the said Note to be paid to a certain Thomas Robinson for Value received and the same Thomas Robinson afterwards to wit the nineteenth Day of January in

(the)