October Term 1752

And the said James Carey by Stephen Bordley his Attorney comes and Defends the force & injury when &c And saving to himself all Advantages as well to the Writ as to the Declaration aff. prays leave to imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiffs also At which said next Court to wit the 4th day of September Anno Domi 1753 come again the said Parties Plaintiffs and Defendant by their Attorneys aff. and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court & he hath it and the same Day is given to the Plaintiffs also At which said next Court to wit the 24th Day of May Anno Domi 1754 come again the said Parties Plaintiffs and Defendant by their Attorneys aff. 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 Plaintiffs also

At which said next Court to wit the 15th October Anno Domi 1754 comes again as well the said Lightfoot and Tabb by their Attorney aff. as the said James Carey by his Attorney aff. and the said James Carey by his said Attorney as before defends the force and injury when &c And says that the Declaration aff. and the matter therein contained are not sufficient in Law for them the said Lightfoot and Tabb against him the said James their Action aff. to have and maintain And that he the said James to the Declaration aff. in manner and form aff. made is not by the Law of the Land bound to Answer and this he is ready to Verify Wherefore for want of a sufficient Declaration in this behalf the aff. James prays judgment And that the aff. Lightfoot and Tabb from having their Action aff. against him the said James may be precluded &c. Saith Nevertheless the said James Carey by his Attorney aff. relinquishes the Averment above by him pretended saith that he cannot Deny the Action aff. of the said Lightfoot and Tabb as aff. against him brought nor but that he Owes to the same Lightfoot and Tabb the aff. sum of three hundred one Pounds six shillings and six Pence Sterling Money in manner & the said Lightfoot & Tabb above against him hath Declared Therefore it is Considered by the Justices here That the said Lightfoot and Tabb Recover against the said James Carey as well the sum of Three hundred one Pounds six shillings and six Pence Sterling Money a certain Debt as also the Sum of

Pounds of Tobacco by the Court here unto them on their Agreement Adjudged as well for their Damages sustained by reason of Detaining that Debt as for their Costs and Charges by them about their Suit in this behalf Laid out and Expended and the said Defendant in Mercy &c

Mem. The Plaintiff releases the Penalty on Payment of Principal Interest and Cost.

Test R Burdett Clk

To James Ruffell } Command was given to the Sheriff of Anne Arundel County that he
Or Peter } George Becker } should take George Becker of Charles County Gentleman if he should be found
in his Bailiwick and him safe keep so that he might have his
Body before his Lordships Justices of the Provincial Court to be held at Annapolis the second Tuesday
of September then next to Answer unto James Ruffell of a Plea of Trespass upon the Case and that
thereof he the said Sheriff should not fail &c

At which said second Tuesday of September to wit the 11th day of the same Month Anno Domi 1752 being
the Day of the return of the foregoing Writ comes the said James Ruffell by Daniel Dulany his Attorney
and the Sheriff of Anne Arundel County to whom the same Writ was directed likewise comes &
makes return thereof to the Court here that he Endorsed viz. Cepi Corpus Nothing found Shed.

And the said George Becker being called upon appears Thereupon at the Prayer of the Plaintiff
by his Attorney aff. the said George Becker is Adjudged to give special Bail to the Action aff.
Thereupon Francis Barnham and John Moore of Charles County Gentlemen present here in
Court in their proper Persons Undertake for the said George Becker that in case the said James
Ruffell shall recover Judgment against the said George Becker in the Plea aff. or that the said
George Becker shall be therein legally convicted that then the said George Becker shall pay the
Condemnation of the Court therein or render his Body into the Custody of the Sheriff of Charles
County in satisfaction thereof or that they the said Francis Barnham & John Moore or one of them
will do the same for him And the said James Ruffell by his Attorney aff. Complained

(aff.)

against the aff. George Becker in the Plea aff. as follows viz. Maryland fs. George Becker of Charles County
Gentleman was attached to Answer unto James Ruffell of a Plea of Trespass upon the Case
And whereupon the said James by Daniel Dulany his Attorney Complains that Whereas one William Pike
being a Person trading Merchandizing and using Commerce within this Province to wit at Prince Georges
County did on the twenty eighth Day of November in the Year of our Lord seventeen hundred and fifty one
at the said County aff. according to the usage and Custom of Merchants in Great Britain and this Province
time out of mind used and approved make and with his proper hand subscribe his certain first Bill of
Exchange in writing bearing Date the Day and Year aff. and the same Bill directed to certain John
Hanbury & Co. Merchants in London in Great Britain aff. and by the same Bill the said William requested
the said John Hanbury & Co. At thirty Days sight of that his first of Exchange his second not third paid to
pay unto the aff. George by the Name of George Becker or order the sum of Thirty two Pounds thirteen Shillings
and six pence Sterling for Value received and to place the same to the Account of him the said William & the
aff. George afterwards to wit on the Day and Year last aff. at Charles County aff. by his Indorsement
on the said Bill of Exchange (as aff. made subscribed and directed) made and with his proper hand
subscribed according to the usage and custom of Merchants aff. all the time aff. used and approved ordered
the said John Hanbury & Co. to pay the Contents of the said Bill of Exchange to the aff. James or his order
the aff. George then and still residing trading Merchandizing and using Commerce within this
Province to wit at the said County which said Bill so as aff. made subscribed and directed with the
Indorsement thereon as aff. afterwards to wit on the twentieth Day of March in the Year of our Lord
seventeen hundred and fifty two at London aff. to wit at the said County was by the order & for
the use of him the said James exhibited and shewn unto the said John and Co. and the said John
Hanbury and Co. were then and there by the order aff. by virtue of the Indorsement thereon as
aff. according to the usage and custom of Merchants aff. requested to pay the said Bill to the
order and for the use of him the said James But the said John Hanbury & Co. then and there refused
and always hitherto hath refused to pay the said Bill or the Contents or any part thereof to the
order and for the use aff. By reason whereof the said Bill of Exchange afterwards to wit on the Day &
Year last aff. at London aff. to wit at the said County according to the usage and Custom of Merchants aff.
the aff. John Hanbury and Co. having before that time had thirty days sight thereof to wit from the
Day of Then last past at aff. and the Second and Third Bill of the same Tenor &
Date being unpaid) was protested of all which Premises the aff. George afterwards to wit on the
Day of seventeen hundred & at the said County had notice By reason whereof the aff.
George according to the usage and custom of Merchants aff. in that behalf time out of mind used and approved
become liable for & chargeable to pay unto him the said James the aff. Sum of Money in the said Bill of Exchange
mentioned together with all Lawfull Cost Damage and Interest by the said James suffered and sustained by
reason of the nonpayment of the said Bill of Exchange or the Contents thereof & Protest as aff. and being so there-
with Chargeable the aff. George afterwards to wit on the Day and Year last aff. at the County aff. in consideration
of the Premises upon himself Assumed and to the said James then and there faithfully promised
that he the said George the aff. Sum of Money in the said Bill of Exchange mentioned together with
all Lawfull Cost Damage and Interest by the said James suffered and sustained by reason of the
nonpayment of the said Bill of Exchange or the Contents thereof and Protest as aff. to him the said
James when afterwards the said George should be thereunto required would well and truly content &
pay And the James in fact saith that the Lawful Cost Damage and Interest by him suffered
and sustained by reason of the nonpayment of the said Bill of Exchange or the Contents thereof &
Protest as aff. amount unto the Sum of five Pounds four Shillings and three Pence Sterling Money
aff. whereof the said George afterwards to wit on the Day and Year last aff. at the County aff.

(Said)