hereunto untitle next Court and he hath it and the same day is given to the Plaintiff also — at which said next Court to wit the Tenth day of April Anno Dom. 1759 Comes again as well the said George Noble by his Attorney aforesaid as the said John Addison by his Attorney aforesaid And thereupon at the Request of both Parties Plaintiff and Defendant and by their Consent it is ruled by the Court that the said Cause be referred to Thomas Waring Francis Waring and Robert Bradley of Prince Georges County Gentlemen or any two of them and it is Ordered by the same Court that the said Arbitrators or any two of them make their Award in Writing under their or any two of their Hands and Seals and return the same to this Court and Judgment to be rendered according to such Award and be final between the said Parties according to the form of the Statute &c. with Power to Examine Witnesses upon Oath by Consent of parties Plaintiff and Defendant —

And the Arbitrators aforesaid Pursuant to the Order aforesaid return to the Court here the following Award Viz.t —

George Noble
ag.t
John Addison

} We the Subscribers being appointed by the Provincial Court with the Consent of the Parties to make an Award in the above Cause do Award that the Defendant John Addison pay and deliver to the said George Noble nineteen Thousand one hundred and fourteen Pounds of Crop Tobacco and all the Costs of Suit by the said George Noble in the above Suit Expended Witness our Hands this 13th day of February 1760.

Thos. Waring
F. Waring
Robt Bradly

Which being read and Heard It is therefore Considered by the Justices here That the said George Noble recover against the said John Addison as well the Sum of Nineteen thousand one hundred and fourteen Pounds of Crop Tobacco certain Damages by the Arbitrators aforesaid in form aforesaid Awarded — as also the Sum of Pounds of Tobacco by the Court here unto him on his Assent adjudged for his Costs and Charges by him about his Suit in this behalf laid out and Expended and the said Defendant in Mercy &c. —

Test. Reverdy Ghiselin Clk

B. Philpot and Hutchinson's Assees
vs
D. Charles Ridgley —

} Command was given to the Sheriff of Baltimore County that he Shoulde take Charles Ridgley late of Baltimore County Gentleman if he should be found in his Bailiwick and him Shoulde 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 May then next to Answer unto Bartholomew Pomeroy and Joseph Janson Assignees of the Debts Goods and Chattles of John Philpot and John Hutchinson late of London Merchants Bankrupts according to the form of the Statute made and Provided concerning Bankrupts of a Plea of Trespass on the Case &c. and that thereof he the said Sheriff should not fail &c. —

At which said third Tuesday of May to wit the Seventeenth day of the Same Month Anno Dom. 1757 being the day of the Return of the aforegoing Writ Comes the said Philpot and Hutchinson (Assignees)

Assignees as aforesaid by Daniel Dulany their Attorney and the Sheriff of Baltimore County to whom the same Writ was directed also comes and makes return thereof to the Court here Endorsed to wit — Exd. Dav: McCulloch Shff.

And the aforesaid Charles Ridgley being called upon appears and at the Prayer of the Plaintiffs by their Attorney aforesaid is adjudged to give Special Bail to the Action aforesaid And thereupon a certain Daniel Chamier of Baltimore County Gentleman present here in Court undertakes for the said Charles Ridgley that in case the said Philpot and Hutchinson Assignees as aforesaid shall recover Judgment against the said Charles Ridgley in the Plea aforesaid or that the said Charles Ridgley shall be therein Legally Convict that then the said Charles Ridgley shall pay the Condemnation of the Court thereupon or render his Body to the Custody of the Sheriff of Baltimore County in Satisfaction thereof or that he the said Daniel Chamier will do the same for him —

And the aforesaid Philpot and Hutchinsons Assignees as aforesaid by their Attorney aforesaid declared against the said Charles Ridgley in the Plea aforesaid as follows Viz.t —

Baltimore County ss: Charles Ridgley late of Baltimore County Gentleman was Attached to Answer unto Bartholomew Pomeroy and Joseph Janson Assignees of the Debts Goods and Chattels of John Philpot and John Hutchinson late of London Merchants Bankrupts according to the form of the Statute made and Provided concerning Bankrupts of a plea of Trespass on the Case

And whereupon the said Bartholomew Pomeroy and Joseph Janson by their Attorney aforesaid complain that whereas the said Charles Ridgley on the last day of April in the Year of our Lord Seventeen hundred and fifty Seven at Baltimore County aforesaid was indebted unto them the said Bartholomew and Joseph and a certain William Jowen now deceased whom they Survived as Assignees of the Debts of the aforesaid John Philpot and John Hutchinson as aforesaid for divers Articles Matters and Things properly lying and Chargeable in Accounts in the Sum of one hundred and Twenty Pounds Seven Shillings and four pence Sterling as by an Account thereof here into Court brought may appear and so being indebted in Consideration thereof afterwards to wit the same day and Year at the County aforesaid upon himself did Assume and unto the said Assignees then and there faithfully did promise to pay unto them the same Sum of Sterling Money when thereto afterwards he should be required Nevertheless the said Charles Ridgley his promise and Assumption aforesaid nothing regarding but minding and fraudulently Intending the same Bartholomew William and Joseph in this part Craftily and Subtilly to deceive and defraud the aforesaid One hundred and twenty pounds Seven Shillings and four pence Sterling unto the said Bartholomew William and Joseph or either of them in the Lifetime of the said William hath not paid nor the same to the said Bartholomew and Joseph since the Death of the said William hath paid altho' thereto afterwards to wit the day and Year aforesaid at the County aforesaid required but the same to them or either of them to pay hath refused and still doth refuse to the Damage of the said Bartholomew and Joseph two hundred pounds Sterling and therefore they bring Suit &c. —

Pledges &c. John Doe and Richard Roe —

The Account mentioned in the aforegoing Declaration is as follows to wit —

D.r Mr. Charles Ridgley in Account with John Philpot and Company of London —

1748 Septem.r	15	To Ballance due			6
January	27	To 12 Magazines and Appendex		6	6
		To Thomas Sligh for what he received of him the 13th May 1746	168	12	1
		To John Robinson for Blanket Packed by Mistake in his Goods sent him in the Speedwell James Keogh		15	
1749. January	6	To Anthony Aiken for what he received of him as p.r p.r Letter the 23d October 1749	8	10	
		To 12 Magazines and Appendex		6	6