thereon growing felled took and carried away and the soil in the said Close with ploughs and Hoes did digg plough and turn up as to him it was well lawful and this he is ready to verify wherefore he prays Judgment if the aforesaid Burdett and Henry their Action aforesaid against him to have or maintain ought and so forth

And the said Burdett and Henry as to the plea aforesaid of the aforesaid Francis above pleaded in barr as to the breaking and entring the Close aforesaid treading down and consuming the Grass aforesaid felling cutting down and carrying away and converting to his own use the Timber Trees aforesaid and ploughing digging and turning up the Soil in the Close aforesaid say that they by anything in the same plea alledged from having their Action aforesaid therefore to be precluded ought not because they say that the Close aforesaid and also the place in which the Trespass aforesaid whereof they do now above complain was done are and at the aforesaid Time of that Trespass done were one Close of plantable Land in the County aforesaid called Charemans Purchase containing two hundred Acres of plantable Land other than the aforesaid Close in the aforesaid Deed of him the said Francis above mentioned and this they are ready to verify and so forth wherefore because the aforesaid Francis to the Trespass aforesaid in the aforesaid Close of plantable Land above of new assigned done doth not answer the said Burdett and Henry pray Judgment and their Damages by occasion of that Trespass to them to be adjudged and so forth

And the aforesaid Francis as to any Trespass in the aforesaid Tenement or Close of Land of new assigned above supposed to be done saith that the aforesaid Burdett and Henry their Action aforesaid against him the said Francis to have or maintain ought not because he saith that the Close aforesaid with the Appurtenances are and at the aforesaid Time in which &c were the Soil and Freehold of him the said Francis wherefore the aforesaid Francis at the aforesaid Time in which &c the same Close as the proper Close Soil and Freehold of him the said Francis broke and entered and the Grass thereon growing with his Feet and the Feet of his Servants by walking trod down and consumed and the Timber Trees there growing felled cut down took and carried away and the Earth and Soil in the said Close with Ploughs and Hoes did turn and digg up as to him it was well lawful and this he is ready to verify &c Wherefore as before he prays Judgment if the aforesaid Burdett and Henry their Action aforesaid against him the said Francis to have or maintain ought and so forth

Whereupon the said Francis Meek by his Attorney aforesaid offers himself ready for Tryal against the said Burdit Hamilton and Henry Moore of and upon the

(plea)

plea aforesaid But the said Burdit Hamilton and Henry Moore altho solemnly called come not but make default nor do they further prosecute their Writ against the said Francis Meek in the plea aforesaid

Wherefore it is considered by the Justices here that the said Burdit Hamilton and Henry Moore take nothing by their Writ against the said Francis Meek but be in Mercy &c And that the said Francis Meek go thereof without Day &c And it is also considered that the said Francis Meek recover against the said Burdit Hamilton and Henry Moore the Sum of

Tobacco by the Court here unto him on his Assent adjudged for his Costs and Charges by him about his Defence in this behalf laid out and expended and that thereof he have Execution &c

Test Reverdy Ghiselin Clk

Th Thomas Johnson Junior

against

Ek Sarah Fendall and Philip Richard Fendall Executors of John Fendall

} Charles County to wit Sarah Fendall late of Charles County Widow and Philip Richard Fendall late of Charles County Gentleman Executors of the Testament and last will of John Fendall deceased were Attached to answer unto Thomas Johnson Junior of Annapolis in a plea of Trespass upon the Case and so forth

And whereupon the said Thomas by John Hall his Attorney complains that whereas the aforesaid John Fendall in his Life Time after the first Day of May in the Year of our Lord seventeen hundred and five to wit on the twentieth Day of September seventeen hundred and sixty one at Charles County made his certain Note in writing called a Promissory Note with his proper Hand thereto subscribed bearing Date the Day and Year last aforesaid and the said Note to him the said Thomas then and there delivered by which said Note the aforesaid John Fendall in his Life Time premised to pay unto him the said Thomas the sum of twenty five Pounds Sterling for Value received By reason whereof and also by force of the Statute in such Case lately made and Provided the aforesaid John Fendall in his Life Time became liable for and chargeable to pay unto him the said Thomas the aforesaid sum of twenty five Pounds Sterling on demand And being so therewith chargeable the aforesaid John Fendall in his Life Time in Consideration thereof afterwards to wit on the Day and Year last aforesaid at the County aforesaid upon himself Assumed and to the said Thomas then

(and)