Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer also.

At which said next Court court, the second tuesday of October being the fourteenth day of the same month Anno Domini one thousand seven hundred and eighty eight. come again here into our General Court. as well the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer by their attorney aforesaid, as the said Philip Ball administrator as aforesaid by his attorney aforesaid. — And the said Philip Ball administrator as aforesaid by his attorney aforesaid, as before, defends the force and injury when and soforth. and prays further leave of the Court, to imparle hereunto until next Court and he hath it, and the same day is given to the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer also.

And now here at this day court, the second tuesday of May being the twelfth day of the same month Anno Domini one thousand seven hundred and eighty nine come again here into our General Court, as well the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer by their attorney aforesaid, as the said Philip Ball. administrator as aforesaid by his attorney aforesaid. — And the said Philip Ball administrator as aforesaid by his attorney aforesaid, as before defends the force and injury when andsoforth, and saith, that the said Daniel Dulany John Ridout and Daniel of St. Thomas Jenifer the action aforesaid thereof against him ought not to have or maintain because they say that the said Alexander Frazier in his life time paid to the said Daniel Dulany, John Ridout, and Daniel of St. Thomas Jenifer the said sum of seven hundred and thirty three pounds six shillings and eight pence currentmoney of Maryland which he ought to have paid according to the form and effect of the said Condition Court at Baltimore county aforesaid, And this he is ready to verify andsoforth. —

And the said Philip Ball administrator as aforesaid, further defends the force and injury when andsoforth, and saith, that the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer ought not to have or maintain their action aforesaid against him, because he saith, that he has fully administered all the goods and chattels which were of the said Alexander Frazier at the time of his death in his hands to be administered nor had he any at the time of issuing the original writ of the said Daniel Dulany, John Ridout, and Daniel of St. Thomas Jenifer nor at any time since, And this he is ready to verify wherefore he prays Judgment if the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer their action against him to have or maintain ought andsoforth. — Nevertheless the said Philip Ball administrator as aforesaid by his attorney aforesaid relinquishing the averment aforesaid above by him pretended, and saith that the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer ought not to be precluded from having and maintaining his action aforesaid against him, because he saith, that he cannot deny, but that the said Alexander Frazier at the time of his death did owe to the said Daniel Dulany, John Ridout and Daniel of St. Thomas Jenifer the sum of seven hundred and thirty three pounds six shillings and eight pence currentmoney of Maryland, as the said Daniel Dulany John Ridout, and Daniel of St. Thomas Jenifer above thereof in his declaration — hath Complained. — Therefore it is considered by the Judge of the Court here, that the said Daniel Dulany John Ridout and Daniel of St. Thomas Jenifer do

derecover against the said Philip Ball administrator as aforesaid as well the sum of seven hundred and thirty three pounds six shillings and eight pence currentmoney of Maryland their debt aforesaid, in form aforesaid confessed, as also the quantity of six hundred and forty eight pounds and three fifths of a pound of Tobacco, by the Court hereunto them on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended, to be levied of the goods and chattels rights and credits of the said Alexander Frazier at the time of his death, and which shall hereafter come to the hands of the said Philip Ball administrator as aforesaid to be administered, And the said Philip Ball in mercy and soforth. —

Memorandum, Judgment was rendered in this cause on the thirtieth day of May Anno Domini one thousand seven hundred and eighty nine, when all settlements payments if any to be allowed. Test.

John Irvine Clk.

Felix De Michlazewier against William Smith.

Be it remembered that on the fourth day of November Anno Domini one thousand seven hundred and eighty eight. court, in this same term that is to say. October Term in the year aforesaid comes here into our General Court as well the said Felix De Michlazewier by David McMechan his attorney, as the said William Smith by Robert Smith his attorney. Whereupon the said Felix De Michlazewier by his attorney aforesaid. declare against the said William Smith in a certain plea of trespass upon the case, as follows, court.

Western Shore, Baltimore county court. William Smith late of Baltimore county gentleman was attached to answer unto Felix De Michlazewier in a plea of trespass upon the case and soforth. — And whereupon the said Felix De Michlazewier by David McMechan his attorney complains, that whereas the said Felix on the thirteenth day of June in the year of our Lord one thousand seven hundred and eighty three at Baltimore county aforesaid, according to the usage and custom of merchants caused to be made and written a policy of Insurance, in which policy it is mentioned that the said Felix De Michlazewier as well in his own name as for and in the name of all and every other person to whom it should appertain in part or in all did make assurance and caused himself and them and every of them to be insured, lost or not lost at and from Baltimore to New Providence at and from there to Baltimore upon all kinds of lawful goods and merchandize then loaded or thereafter to be loaded a board the Good Schooner called the Betsey, for which voyage Thomas Cole master or whoever else should go for master in the said schooner or by whatever other name or names the said schooner or master thereof should be called. Beginning the adventure upon the said lawful goods & merchandizes from and immediately following the loading thereof on Board the said Schooner at Baltimore aforesaid and should continue and endure until the said goods and merchandizes should be safely landed at Baltimore aforesaid. And that it should be lawful for the said schooner in her voyage to proceed and sail to touch and stay at any ports or places if thereunto obliged by stress of weather or other unavoidable accident without prejudice to this Insurance, touching the adventures and perils which the said Assurers took upon themselves