Therefore let a Jury thereon come before the Judges of the Court here, on the second tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth. —

And now here on this day to wit, the said second tuesday of May being the twelfth day of the same month, Anno Domini one thousand seven hundred and eighty nine, comes again here into our General Court as well the said Felix De Micklazewier by his attorney aforesaid, as the said William Smith by his attorney aforesaid. — And the said William Smith by his attorney aforesaid, prays, that the said Felix De Micklazewier may be adjudged to give security for costs in case he shall happen to be nonsuited in the plea aforesaid. — Thereupon a certain David McMechen of Baltimore county gentleman present here in Court in his proper person, becomes security for the payment thereof. Nevertheless the said William Smith by his attorney aforesaid relinquishing the avrment above by him pretended and saith that he cannot deny the action aforesaid of the said Felix De Micklazewier so as aforesaid against him brought, nor but that the said Felix De Micklazewier hath sustained damage to the sum of one hundred and fifty pounds eighteen shillings current money by occasion of the promise and assumption aforesaid in manner and form, as the said Felix De Micklazewier above against him hath declared, and no more. And because the said Felix De Micklazewier does not gainsay, but the allegation aforesaid is true he prays Judgment and the damages by the said William Smith above acknowledged together with his costs and charges to him to be adjudged and so forth. —

Therefore it is considered by the Judges of the Court here, that the said Felix De Micklazewier do recover against the said William Smith, as well the sum of one hundred and fifty pounds eighteen shillings current money his damage, aforesaid in form aforesaid confessed as also the sum of four hundred and sixty eight 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 William Smith in mercy and so forth.

Memorandum, The parties aforesaid by their attornies aforesaid file in Court here the following Agreement to wit —

Whereas the said Plaintiff drew an order on a certain Thomas Burland late Broker of the Insurance office in Baltimore for the sum of
in favor of a certain Philip Yeiser of the same place, upon which said order the said Yeiser recovered a verdict in Baltimore county court against the said Burland for £130. current money and costs of suit. — And whereas the said Burland did agree with the said Yeiser that in case he did not prosecute the verdict aforesaid further, that he would deliver Policies of Insurance which was lodged with him to collect of said Plaintiff, for the payment of said order to the said Yeiser to sue, recover and pay the said order and other expences and costs. And whereas the said Yeiser in the name of the Plaintiff Micklazewier having received from said Burland policies against Messrs Samuel and Robert Purviance, Steward and Plunkett, and William Smith aforesaid, did

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commence suits in the General Court for the Western Shore, and has recovered Judgments against each of the said gentlemen on the said policies of Insurance, the said David McMechen on behalf of the said Philip Yeiser doth agree upon the term aforesaid that upon the said Defendants paying to him the full amount of the verdict and costs recovered against the said Burland, and interest upon the same till payment and all costs in the suit against the said Purviances, and the costs of these two suits that he will not on account of said Yeiser proceed further upon said Judgments Nevertheless not holding himself bound or making any agreement for or on behalf of said Michlazewier for any other or further part of said Judgments than will pay and satisfy the said Yeiser as aforesaid.

D. McMechen. R. Smith —

Memorandum, the Plaintiff acknowledges to have received satisfaction to the amount of eighty four pounds, fifteen shillings and one penny current money the second day of September seventeen hundred and eighty nine.

Test

John Irwinn Clk.

Felix De Micklazewier against David Stewart and David Plunkett. —

Be it remembered that, on the fourth day of November, Anno Domini one thousand seven hundred and eighty eight, to wit 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 Micklazewier by David McMechen his attorney, as the said David Steward and David Plunkett by Robert Smith their attorney. — Whereupon the said Felix De Micklazewier by his attorney aforesaid declares against the said David Steward and David Plunkett in a certain plea of Trespass upon the case, as follows to wit —

Western Shore, Baltimore county Sc. David Steward and David Plunkett late of Baltimore county merchants were attached to answer unto Felix De Micklazewier in a plea of Trespass upon the case and so forth. — And whereupon the said Felix De Micklazewier by David Mechen 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 Micklazewier 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 [illegible], 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 aboard the good schooner called the Betsey, for which voyage Thomas Coale 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 and merchandizes from and immediately following the loading thereof

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