

All about of his Lordship the Right Honorable Charles absolute Lord and Proprietary of the province of Maryland and avalone Lord Baron of Baltimore &c. Held for Somerset County at dividing Creek the third Tuesday of August to wit the nineteenth day of the same month Anno Domini One thousand seven hundred and forty by the said Lord Proprietary his Justices the peace in the same County to keep assigned of whom were present

The Worshipfull

- Esq. Robert King --
- Esq. John Scott -
- Esq. James Martin -
- Esq. Wilm. Lane -
- Esq. Thomas Williams -
- Esq. Henry Ballard -
- Esq. George Darshick -
- Esq. Thomas Gillif ...
- Esq. Isaac Handy -
- Mr. Mitchell Darshick -
- Esq. Samuel Hopkins -
- Esq. John Williams -
- Esq. Samuel Wilson -
- Esq. Robert Jones -
- Mr. John Walker ...

His Lordships

Justices

John Handy Sheriff

Thomas Hayward Esq.

D. Elizabeth Holland Ex^{or} of Benjamin Holland -
Edward Clarke ...

Command was given to the Sheriff of Somerset County that he should take Edward Clarke late of Somerset County planter if he should be found in his Bailiwick and him should safe so that he might have his body before the Justices of his Lordships County Court of Somerset to be held at dividing Creek in the same County the third Tuesday of August Anno Dom one thousand seven hundred and forty to answer unto Elizabeth Holland Executrix of the testament and last will of Benjamin Holland of a plea of trespass upon the case And the same day is given to the aforesaid Elizabeth Holland here.

And the said Elizabeth Complains against the aforesaid Edward in the plea aforesaid in form following -
Somerset. Edward Clarke late of Somerset County planter was attached to answer unto Elizabeth Holland Executrix of the Testament and Last will of Benjamin Holland deceased of a plea of trespass upon the case

And whereupon the said Elizabeth by Geo. Douglas her attorney Complains that whereas the said Edward after the first day of may Anno Dom MDCCCV to wit on the ninth day of february Anno Dom MDCCXXXVIIJ at the County aforesaid did make his certain note in writing called a promissory note and the said note signed with the proper name and hand writing of the said Edward to the said Benjamin Holland in his life then and there did deliver by which said note the said Edward did promise to pay to the said Benjamin in his life the sum of one thousand and five pounds of tobacco in cash by means whereof and by force of the statute in that case lately made and provided the said Edward became chargeable to pay to the said Benjamin in his life the said quantity of tobacco according to the tenor of that note and so being thereof chargeable afterwards to wit on the day and year last aforesaid on consideration thereof promised to pay the same to the said Benjamin according to the tenor of that note Nevertheless the said Edward his promise aforesaid in form aforesaid made not regarding but minding and fraudulently intending the said Benjamin in his life and the said Elizabeth his Ex^{or} after his death in that part craftily and subtilly to deceive and defraud the said tobacco to the said Benjamin in his life did not pay or to the said Elizabeth since his death but the same to the said Elizabeth still to pay refuses altho thereto afterwards to wit on the day and year last aforesaid at the County aforesaid by the said Benj^d in his life and on the first day of May Anno Dom MDCCXL at the County aforesaid and often since that time by the said Elizabeth since the death of the said Benjamin the same Edward was required whereupon the said Elizabeth says she is