

Coll Thomas Burbage by Capt Thomas } The Complt by his Said Liber B.  
 Cornwalleys Esq plt. Tho: Gerrard Esq dft } Attorney Sueing for 2000<sup>l</sup>  
 of Tob: & Caske which the p<sup>l</sup>te att the defendants request,  
 and upon his Accompt paid to one Alexander Williamson, the  
 Same appearing to be due by the defendants Note under his  
 hand now produced whereby he gave direction to one Lewis P. 523  
 Burwell his Agent or Attorney to pay the Same to the Complt,  
 which the Said Burwell never paid And the def<sup>t</sup> now refuseth  
 to pay the Same, to which the defend<sup>t</sup> Saith that, Burwell did  
 pay the Debt and tooke up the Orriginall Note to Williamson,  
 which he Sent to the defendant amongst other Accompts who  
 allow'd thereof upon Accompt to Burwell, But the Court con-  
 ceiving that to be no Sufficient discharge against the p<sup>l</sup>tes his  
 Note remaining untaken up, And yet Some likelyhood appearing  
 that the debt might be paid by Burwell (who is now dead) for  
 that as appears he Sent the defend<sup>t</sup> the note for payment  
 thereof to Williamson, It is thereupon and upon the defd<sup>ts</sup>  
 Mocōn Ordered that before any further hearing herein, The  
 Complt m<sup>r</sup> Burbage is to Sett forth by way of Answer upon  
 Oath whether he or any other to his use or by his appointment  
 hath received the Said debt of 2000 of Tobacco and Caske or  
 any part thereof from the Said Burwell or any other by his or  
 the defendants appointm<sup>t</sup> And thereupon the Court will then  
 proceed to give the Complt Such reliefe in the p<sup>r</sup>misses as  
 Shall be fitt.

Coll Thomas Burbage by Tho Corn- } The Complts Suit by  
 walleys Esq his Attorney p<sup>l</sup>te. Willm Smoote def<sup>t</sup> } his Atto'y being upon  
 an Action of the Case for Satisfaction upon a Bond of 4<sup>l</sup> Ster-  
 ling Entred into by the defend<sup>t</sup> about 20 years Since in Eng-  
 land to one Condicōned for paym<sup>t</sup> of 50 dayes work in Vir-  
 ginia, which the defend<sup>t</sup> alledged he discharged according to  
 the Condicōn, but prayed that he might not be Compelled to  
 bide any further hearing herein for that it did not appeare that  
 the p<sup>l</sup>te m<sup>r</sup> Burbage had any Lawfull power as Attorney or  
 otherwise from him to whom the bond was entred into to Sue  
 in this Cause and Craved to be dismissed with his Costs and  
 Charges Sustained in this Suit living about 40 miles distant P. 524  
 from this Court. It is therefore Ordered that the p<sup>l</sup>ts Suit  
 against the defendant be dismissed out of this Court for want  
 of Sufficient power to Execute therein And the p<sup>l</sup>t. or his At-  
 torney are to pay unto the defend<sup>t</sup> one hundred and fifty pound  
 of Tobacco and Caske in respect of his trouble & Charge  
 aforesaid unless the Complt. or his Attorney Shall by the next  
 Court deliver up to the defendant the bond aforesaid the Seale  
 being torne off and being of that antiquity and Nature before  
 Expressed