

and, in order that they could the more speedily come to a hearing, the Court assigned them counsel, the same four attorneys as before, one or more of them to be employed as the petitioners saw fit (*post*, pp. 244-247). A look ahead into the further record of the Provincial Court does not show any attempt by the elder Browne or by Bartholomew to regain title.

When Cornelius Regan died, in Calvert County some time late in 1673, he chose James Humes as his executor, and he left to Humes's daughter Sarah "one ffeather bed with Curtaines & Valence & all things to itt belonging" (*post*, p. 381). In due time Humes had Regan's property appraised, and the feather bed with its furniture was valued at 1600 pounds of tobacco. On May 16, 1676, Humes promised Francis Dorrington that, if he would marry Sarah who owned the feather bed and its furniture, he would give him a fourth of his personal estate. Sarah and Dorrington were married on June 19, 1676 at Humes's house on the Clifts in Calvert County. The feather bed and its furniture, and the quarter of his personal estate should have been delivered to Dorrington, but Humes did not deliver either of them. Nor did his administrator, John Sunderland, deliver them. Hereupon, husband Francis Dorrington, brought two separate suits against the administrator, one for the bed and one for the portion of the personal estate. When the case came to trial, June 17, 1678, Sunderland claimed that he was willing to deliver the bed and had always been willing to do so, that, in fact, he had tendered it to Dorrington, and Dorrington had refused to receive it. Dorrington denied the tender, and both parties put themselves upon the country. The jury found for the plaintiff, and the Court awarded the Dorringtons the bed, with its curtain and its valances and all its furniture, awarded them also 1050 pounds of tobacco for their costs of suit. As to the portion of the personal estate, defendant Sunderland pleaded *non assumpsit*, said, that is, that Humes had made no such promise as Dorrington claimed. Again there was a jury trial, and the jury said that Humes did assume what Dorrington said. The Court gave the plaintiff his damages, and, since they did not know how much he had been injured, ordered a writ of inquiry of damages returnable next court. On October 15, 1678, the sheriff of St. Mary's County was commanded to summon twelve good and lawful men within his bailiwick to enquire what damages Francis Dorrington had sustained by reason of the failure of Sunderland to deliver the promised personal estate. The jury said Dorrington had sustained 11,818 pounds of damages, and the Court granted that he recover that sum, and also 3342 pounds more for costs, (*liber NN*, ff. 744-745) an unusually high allowance for costs.

Not all of the cases which have in them something interesting can be commented on here, or the introduction would be as long as the text. Each case, however, is entered in the table of cases, under each party, and the contents are entered in the index.