

Free and discharge the Said Ninian from the Said nineteen months Servis due to be performed by the Said [Ninian] unto the Said Archable at the time aforesaid the Said Thomas the Day year and place aforesaid did Assume upon himselfe and to the Said Archable then and there Faithfully promise that he the Said Thomas the Sume of Eighteen pounds Sterling when hee Should be by the Said Archable Requested would well and truly Content and pay and the Said Archable in fact Saith that he the Said Archable did the day yeare and place aforesaid Att the Instance and Request aforesaid Lett goe free and discharge the Said Ninian Dew from the Said nineteen months Servis due to the Said Archable at the time aforesaid in manner and forme aforesaid Notwithstanding which the Said Thomas his promise and Assumption aforesaid made Little Regarding but minding and Fraudulently Intending him the Said Archable in this behalfe Craftily and Subtily to Deceive and Defraud the Said Sume of 18 pounds Sterling According to his promise and Assumption aforesaid or any part thereof to the Said Archable hath not paid nor any Sattisfaction for the Same made Although the Said Thomas to doe the Same by the Said Archable Afterwards the day and place aforesaid and at Severall other Dayes and times Since the Conference aforesaid and before the Issueing out of the Originall writt of him the Said Archable was often thereunto Requested but the Said 18 pounds Sterling to the Said Archable hath denyed to pay and Still doth denye to the Damage of the Said Archable of 36 pounds Sterling and thereupon he bringeth his Suite etc.

Cleborn Lomax. Pledges etc. Joe Doe, Richard Roe.

The Defendant by William Stone his Attorney produced a writt of Habeas Corpus for the Removeing of the aforesaid Action to the Provintiall Court and ordered that a transcript thereof Should be Sent which was Accordingly Done.

Mr. William Stone one of the Attorneys of this Court produced here in Court two writts for the Removeing of the Last two Actions to the Privintiall Court but by Reason the Provintiall Court is the next Tuesday and that the Clerke hath not time to draw out a transcrip of the Same So Soone as to Send to the next Provintiall Court It is thereupon ordered with the Consent of the Said William Stone the Defendants Attorney that the Clarke have time to draw the Same untill twenty dayes after the Said next Provintiall Court is Ended.

Mr. Thomas Hollyday went of the bench upon an Alligation of George Burgis that he thought it not Convenient for him to Sitt as a Justice to trye the Action between the Said Burgis and Matthew Mockeboy but the Alligation made by the Said Burgis by the Court here was thought not Suffitient to barr the Said Hollyday from Sitting as a Justice to trye the Said Action Whereupon Mr. Hollyday Came and Satt etc.

George Burgis plantiffe: Matthew Mockeboy Defendant.

Prince Georges County Ss: Matthew Mockeboy of Prince Georges County planter was Attched to Answer unto George Burges of a plea of trespass upon the Case etc.

And whereupon the Said George by John Meriton his Attorney Complayneth that whereas the Said Matthew [92] On the 23d day of August 1691 In consideration that the Said George at the Spetiall Instance and Request of the Said Matthew would for the use of Col. Ninian Beall Lend unto him the Said Matthew one Scale Protractor Compass Chaine and deviders all of the vallew of