

And the Said William Powell by William Bladen his Attorney Cometh and defendeth the force and Injury when etc. And Craveth Lycence thereof to Imparle here untill the next Court and it is granted unto him the Same day is given to the plantiffe Lickewise.

Att which Said next Court (to witt) the 26th day of January Annoque Domini 1696 [1697] Came the Said parties by their Attorneys aforesaid and the Said Richard Brockden prayeth that the Said William Powell to his decleration aforesaid may Answer etc. And now here at this day Came the Said William Powell by William Bladen his Attorney and further defendeth the force and And Injury when etc. And Saith that the Said William Powell did not Assume in manner and forme as the plantiffe in his decleration against him hath Complained and of this he putts himselfe upon the Court:

William Bladen. And the plantiffe alsoe Cleborn Lomax.

Whereupon the wittneses on Each part Respectively being produced Sworne heard and Examined and the truth of the matter in Controversie between the partyes aforesaid by the Court here being fully heard understood and Maturely Deliberated etc. It is thereupon Considered [130] That the Said Richard Brockden take nothing by his Said writt but be in mercy for his false Clamor And that the Said William Powell goe thereof without day etc. Itt is Likewise Considered that the Said William Powell Recover against the Said Richard Brockden his damages by occation of the premises to four hundred twenty three lbs. of tobaccoe to the Said William Powell by the Discretion of the Justices here at his Request for his Costs and Charges in this behalfe Sustained According to the forme of the Stattute etc. by the Court here Adjudged etc.

Richard Kilburne plantiffe: Allexander Herbert Defendant.

Prince Georges County Ss. Allexander Harbert Late of Prince Georges County planter was Atteched to Answer unto Richard Killburne in a plea of trespass upon the Case.

And Whereupon the Said Richard in his proper person Complayneth that whereas the Said Richard Keeping a publick Ordinary in the towne of Ann Arrundle upon the 4 day of June 1692 And at Severall other dayes and times untill the 12th day of March following Att the Spetiall Instance and Request of him the Said Allexander would bargaine Sell and deliver unto him the Said Allexander Severall Accomedations as beer Syder Wine etc. and give Credit to one Thomas Axon for the Sume of 60 lbs. of tobaccoe and would Likewise procecute Ann Action for him the Said Allexander against one John Hurst in the County Court of Ann Arrundell County the Said Allexander did Assume upon himselfe and to the Said Richard did faithfully promise that he the Said Allexander when thereunto Required well and truly would Sattisfie and pay and the Said Richard in fact Saith that trusting to the faithfull promise and Assumption of him the Said Allexander did bargaine Sell and deliver to him the Said Allexander Severall Accomedations as aforesaid and did give Credit at his Request to one Thomas Axon for 60 lbs. of tobaccoe and did likewise procecute an Action in the County Court of Ann Arundell County against one John Hurst and procecuted the Same So farr as he Required which in all amounts to the Sume of 510 lbs. of tobaccoe as by an Account hereunto Annexed more at large it doth Appaere Nevertheless the Said Allexander his promise and Assumption So as aforesaid made not Regarding but deviseing and fraudulently Intending him the Said Richard in that behalfe Craftily and Subtilly to deceive