

required the Same to the Said Edward hath not rendred, but the Same to render to the Said Edward hath denyed and Still doth denye to the Damage of the Said Edward of 1800 lbs. of Tobacco and thereof hee brings this Suite etc.

Pledges etc. John Doe, Richard Roe. Joshua Cecell

And the Said Ninian Beall by John Meryton his Attorney cometh and Defendeth the force and Injury when etc. and Prayeth Lycence thereof to imparle here untill the next Court and it is Granted unto him the Same day is given to the Plantiffe likewise Att which Said Court (to witt) the 23d day of January 1698 [1699] came the Said Edward Botteler by his Attorney aforesaid and prayeth that the Said Ninian Beall to his Declaration aforesaid may answer.

And the Said Ninian Beall cometh and Defendeth the Force and Injury when etc. and Saith that he cannot gainesay the action of the Said Plaintiff nor but the Nine Hundred and Eighteen Pounds of Tobacco is Due and owing to the Said Edward Boteler in manner and forme as the Said Edward Botteler against him hath declared.

Therefore it is Considered that the Said Edward Botteler recover against the Said Ninian Beall the Sume of Nine hundred and Eighteen pounds of Tobacco his Debt aforesaid and his Damages by occation of deteineing the Said Debt to two hundred thirty two pounds of Tobacco of his asscent by the Court here adjudged etc. and the Said Ninian Beall in Mercy.

Tasker and Company Plantiffe: Treacy's Administrator Defendant

David Small late of Prince Georges County Gentleman Administrator of the last will and Testament of Charles Treacy Deceased other wise called Charles Treacy of Prince Georges County in Maryland was Sumoned to answer unto Thomas Tasker and Peter Paggon and Company of London Merchants of a Plea that he render unto them the Just Quantity of two thousand three Hundred and forty pounds of Every wey good sound bright Clean Tobacco with Caske to hold the Same which from them he unjustly deteineth And whereupon the Said Thomas and Peter by William Stone their Attorney Saith that the Said Charles Treacy the 16th day of March in the year of our Lord 1696 [1697] att Charles Towne with in the Jurisdiction of this Court by his Certaine bill or wrighting obligatory which the Said Thomas and Peter and Company with the Seale of him the Said Charles Treacy Signed bringeth here into Court the Date whereof is the Day and year aforesaid wherein the Said Charles acknowledged him Selfe bound unto the Said Thomas and Peter and Company in the Just Quantity of two Thousand three Hundred And forty pounds of every wey good sound bright Clean Tobacco with Caske to hold the Same to be Payd upon the tenth day of October than next Ensueing the date of the Said Bill Convenient att some Plantation on Patuxant River to which Payment well and truely to be made the Said Charles bound himselfe his heires Executors and administrators firmly by the Said Bill Nevertheless the Said Charles in his Life time the Said Just Quantity of 2340 lbs. of Tobacco and Caske as aforesaid to the Said Thomas and Peter and Company or to Either of them hath not rendered nor hath the Said David Small Since the Death of the Said Charles to whom Letters Testamentary on the Esteat of the Said Charles ware in Due Forme of Law Committed allthrough the Said Charles in his Life time and the Said David since his Death afterwards the Day and Place aforesaid to doe the same by the Said Thomas and Peter and Company was often thereunto required but the Said Charles and David hitherto denyed and the Said David doth Still