

according to act of assembly in such case made and provided & dissolve themselves into a court of Chancery, and give Judgm^t in the Case afo^{re} according to the Merit of the Cause afo^{re} which is granted &c. Whereupon at and iniquely the premises pleaded and allegations on both parties being heard and fully understood and mature deliberation thereupon had &c. It is thereupon decreed by the Court that the afo^{re} John Milbourn have Execution against the afo^{re} Alexander Wordie for the Sum of forty five Shillings Curr^t money, and part of the Judgm^t afo^{re} and also that the said Alexander Wordie pay half the costs accruing or well upon the action afo^{re} at Common Law as on the Determination in Chancery, and further it is decreed by the Court as to thirty five Shillings Curr^t money part of the Judgm^t afo^{re} at Common Law the said Alexander Wordie be there of acquitted &c.

of Ebenezer Handy } Somerset County fo: John Caton late of Somerset County Planter was -
by John Caton } attached to answer unto Ebenezer Handy of plea of trespass upon the Case

And whereupon the same Ebenezer by George Dashiell his attorney Complain^t that whereas the same Ebenezer the fifth day of August anno Domⁱ One thousand Seven hundred and twenty five at the County afo^{re} within the Jurisdiction of this Court was possessed of a man servant called James Steadman of the value of thirteen pounds Curr^t money of Maryland as his proper Right and being so thereof possessed the said Ebenezer to witt the day and year afo^{re} at the Place afo^{re} within the Jurisdiction out of his hands and possession the afo^{re} servant casually lost which said servant afterwards to witt y^e twelfth day of August anno Domⁱ Seventeen hundred & twenty five at Kent County upon Willaware Riv^r at Stepm^r Parish in Somerset County afo^{re} within y^e Jurisdiction to y^e Hands & possession of y^e afo^{re} John by finding same never y^e less y^e afo^{re} John well knowing y^e servant afo^{re} to be y^e servant of y^e Ebenezer & to him of right to belong & a certain pl^otinge fraudulently Intending him y^e said Ebenezer in y^e part to Deceive & Defraud, altho' often thereto requested by y^e said Ebenezer y^e afo^{re} servant he hath not Delivered but y^e said servant afterwards to witt y^e thirteenth day of August Seventeen hundred & twenty five within y^e Jurisdiction to his one proper Use did Convert whereby y^e said Ebenezer saith he hath Damage to y^e Value of twenty six pounds Like money & thereof he Brings suite &c. In Doe Dashiell vs. Quietledge &c. R^ul^d Rec^d

And the said John Caton by Lewis Gale his attorney Comes and defends the Cause and Injury when do^u and pray leave to Dispute hereunto until the Next Court and he hath it and the same Day is given to the afo^{re} both also -

All which said next Court to witt the twenty first day of June anno Domⁱ One thousand Seven hundred and twenty six came again as well the afo^{re} Ebenezer Handy by his attorney afo^{re} as the said