November Court Anno Domini 1749

The Barr here brought in his proper person Comes and being demanded of him by the Court here Wether he be Guilty of Selling the Liquor aſ.d above upon him Imposed he the said Edward says he is thereof Guilty in manner and form as by the Presentment aſ.d against him it is alledged. Therefore it is Considered that the said Edward Smoot be fined Five pounds Current Money for his offence aſ.d by the Court here Adjudged according to the force form and Effect of the Capt. Act of Assembly in those Cases late made and that the said Edward Smoot be taken &c.

Whereupon into Court here in his proper person Came Robert Yates of Charles County Gent. and becomes pledge and Security for the aſ.d Edward Smoot to pay the fine aſ.d and Also the Several fees Cris and due to the Officers and Ministers of the Court here by Reason of the Premises

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Ord. Lord Proprietary vs Monicoe Baggott } Mollatto Bastardy NEU

Plaint. Thomas Wheeler ... } Trea

H. Aaron Nally Admr. of Brawner vs } Judgment for Non Sum Court Aſ.d for his Damages to 37 pds 8 lb. & 4 Barrells Indian Corn w.th a deduction of 1/3 part of the Tobacco paid in Inspected Tobacco

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Charles County ſs. Aaron Nally late of Charles County Planter and Elizabeth his Wife Administratrix of all and Singular the Goods and Chattles Rights & Credits &c.th Niece of Henry Brawner late of the County aſ.d Planter Deceased who Died in Estate as it is said was attached to Answer unto Thomas Wheeler of a plea of Trespass upon the Case and so forth &

And Whereupon the same Thomas Wheeler by Jeremiah Chase his Attorney Complains that whereas he the said Thomas was on the Eleventh day of July in the year of our Lord One Thousand Seven Hundred and Forty three at Charles County aforesaid possessed of a Mill and Twenty Acres of Land lying and being in Charles County aforesaid commonly called Mattawoman Mill with the Appurtenances to the same belonging and afterwards that is to say the same day and year aforesaid at Charles County aforesaid there was a Certain Discourse had between the: Thomas and the aſ.d Henry Brawner in his Lifetime concerning the said Mill and Twenty Acres of Land with their appurtenances and upon that Discourse the said Thomas then and there Agreed to let the said Henry Brawner have Use and Enjoy the said Mill and Land and their Appurtenances for and during the Term of Four years from thence Next Ensuing to and for the Use of the said Henry and for his Sole Benefit in consideration of which the said Henry Brawner in his lifetime then and there Agreed to give and pay to the said Thomas One Thousand pounds of Tobacco and one Barrell of Indian Corn yearly during the Term aforesaid and the said Henry Brawner in his lifetime afterwards that is to say the same day and year first aforesaid at Charles County aſ.d in consideration of the same Agreement, and also that the said Thomas then and there had undertook & faithfully Promised to the said Henry in his life Time to let the said Henry have Use & Enjoy the: Mill and Twenty Acres of Land with the.ir Appurtenances during the Term aſ.d for the Consideration aſ.d and to perform every thing in the said Agreement on the part of him the said Thomas to be performed he the: Henry in his Lifetime then and there undertook and faithfully promised the said Thomas that he the:

(Henry)