

In Council 22^d April 1702

N^o 1117. We have not yet taken up your Application of the 19th Inst. As the Subject is of very great Magnitude, we would wish you to consider whether any Injury could arise from delaying the Consideration of it till the Meeting of the Assembly. We will be governed by your Answer, and either proceed to determine the Question immediately, or postpone the Consideration of it, for we are desirous upon all Occasions, of paying the earliest Attention to every Thing that comes from the Intendant.

Honble Intendant.

In Council 22^d April 1702

Sir. We cannot think, with you, that W^m Randall has complained without Cause. The Facts, that Simmonds was bound to him by Baltimore County Court, and that he was his Apprentice at the Time of his Enlistment, upon which our Determination was founded, are not controverted; and the Circumstances in your Letter, have not sufficient Weight to induce us to recede from it, for we cannot conceive it consonant with Justice or Reason, that a Citizen who hath been illegally deprived of his Right, ought to submit to a Composition, as a Condition, upon which only his Apprentice can be restored, as it presupposes some Fault or Delinquency in the Master, previous to the Enlistment, which does not appear, nor is alledged. If the Recruiting Officer was imposed on by Simmonds, his Master was not privy to such Imposition, and ought not to suffer for it. We therefore repeat our Request, that Simmonds be discharged and returned to his Master. Whether the State will be burthened with the Money advanced to Simmonds, must depend on the Result of an Enquiry into the Conduct of the Recruiting Officer. Simmonds says that previous to his receiving any Bounty, he informed Chestus, by whom he was enlisted, he was an Apprentice.

General Smallwood.

In Council 24th April 1702

Sir. It is said, the Men whose Names are on the enclosed List, engaged in the Regular Service, but the Time of their engaging is not ascertained. The regular Way, we think, of settling the Accounts of the nine Months Men, who enlisted before their Term of Service expired, would be, to pay them as Militia Men for that Time; but we know not whether this Rule is observed. Would it not be proper to enquire of General Smallwood whether, in such Cases, they Pay as Regulars, commencing at the Time of enlisting, or at the End of the nine Months the Men engaged to serve as Militia? And after being satisfied in this Point, we do not conceive we should be justifiable in ordering Payment on the Account as it now stands, as there are no proper Vouchers that any Persons, but those to whom the Money is due have a Right to receive it.

Honble Intendant.

In Council 25th April 1702

Sir. We have not, nor do we mean to consider the Suit brought by Randall; that is before a proper Judicature and will be legally defended and determined, and the Damages given, if the Action is supported proportionate to the Injury, and the Nature of it. It does not appear to