Esq. by his certain Bill of Sale Pledge to be and appear before this Justices within
mentioned at this day and place within Contained &c. Before these Witnesses
John Sands good and Lawfull men of my Bailiwick within Jam County
Ken: Chiseldyne Clk

Whereupon this said John Dancey by Wm Blake his attorney appeared and
thereupon by the Court and Consent of Parties this action is Pleaded agreed
Pleadings as appears to witt in Det Court 1710

Wm Trent
Ptt Cecil Butler } Maryland ss

Cecill Butler late of St Mary's County Gent
otherwise Cecill Butler of St Mary's County Gen was
summoned to answer unto William Trent of Philadelp. in Pensylva Merch.
a plea that he render unto him the Justum of fifteen pounds Six Shillings Sterling
Money of Great Brittaine wch he owes and from him unjustly detains
&c.

And thereupon the said Wm Trent by Wm Taylor his attorney sayth that
whereas the said Cecill the second day of Det Anno Dom 1708 at the Towne of
Ann aforesd within the Juris of this Court by his Certain bond or writing obligatory
sealed with the Seale of him the said Cecill and here in Court produced which Date
is the day and year aforesd did acknowledge himself to be held and firmly bound unto the
aforesd Wm Trent in the aforesd Sum of fifteen pounds Six Shillings Sterling to be paid unto the
said Wm Trent his heirs Ex. Adm. or Certain attorney when he the said Cecill should
be thereunto required for the payment whereof the said Cecill did bind himself his heirs
Ex. and adm. firmly by the said presents, Yet noe thought the said Cecill Butler
the said Sum of fifteen pounds Six Shillings Sterling to the said Wm Trent at the aforesd Date
hath not rendered but the same to render hath denyed and still doth deny to the
damage of the said Wm Trent the Sum of thirty pounds Ster and therefore he
brings his Suit &c.

Plead Debt & Pay

And the said Cecill Butler by Wornell Hunt his attorney Comes and defends the
force and Injury when &c. and prays the hearing of the said Bond or
writing obligatory and the same unto him in these words follows, viz. The
Condition of this Obligation is such that whereas the above bounden
Cecill Butler hath this day delivered unto the said Mr Wm Trent a sett of
bills of Exchange all of one Tenor at 20 days payable to said Trent drawn
on Mr Tobias Bowles Merch. in Dale for Forty pounds thirteen shillings
Sterling Now if one of said bills shall be duly accepted and paid according
to the true intent and meaning thereof then this obligation to be void other
to stand be and remain in full force & vertue in the Law.

Which being read and heard the said Cecill Butler by Wornell Hunt his attorney Comes &
defends the force and Injury when &c. and prays leave to Imparle hereunto until
next Court and he hath it and the same day is given to the pltff also &c.

Attw. Said next Court to witt the 10th day of April Anno Dom 1711 Comes as before
Wm Trent by his attorney as aforesaid and the
Cecill Butler by his said attorney prays further Leave to Imparle hereunto
until next Court and he hath it & the same day is given to the pltff also &c.

Attw. Said next Court to witt the 17th day of July Anno Dom 1711 Comes (again)

again as well the said Wm Trent by his attorney as the said Cecil Butler
by his attorney as and said Cecill Butler by his said attorney prays further
Leave to Imparle hereunto until next Court and he hath it and the same
day is given to the pltff also &c. Attw. Said next Court to witt the second day
of Decr Anno Dom 1711 Comes again the said Wm Trent by Thomas Bordley his
attorney as the said Cecill Butler by his attorney as and the said Cecil Butler
by his said attorney prays also the hearing of the writt aforesd wch to him being
read the same Cecilius prays Judgment of that writt and the Deed therein found
because he says that there is a material Variance between the writt aforesd
and the deed upon the same deed as it is in law to witt the aforesd Cecilius in
writt aforesd is named by the name of Cecilius Butler & in the deed aforesd upon that
writt found the same Cecilius is named by the name of Cecil Butler and for that
the aforesd Wm Trent in the writt is called Wm Trent Merch. and in the deed upon that
writt is called William Trent of Philadelp. in Pensylva Merch. and this he
ready to verify wherefore and for that the same deed is insufficient in law
and form of pleading Cecilius prays Judgment thereof and of the writt aforesd
Yet the aforesd Cecilius Butler by his attorney aforesd relinquishing the Document aforesd
by him above pretended pleads that he cannot Gainsay the aforesd his action aforesd
against him brought nor can he say but that the writting obligatory aforesd
and deed and that the debt therein mentioned is yet due and unsatisfied
Wherefore the said pltff prays Judgment for his Debt aforesd and his Costs and damages
sustained by occasion of detention of the said debt to him to be adjudged &c.
Therefore it is considered by the Justices here this day and year aforesd
mentioned that the said Wm Trent recover against the said Cecil Butler a
well the Sum of fifteen pounds Six Shillings Sterling his debt aforesd as also the Sum
of 782 lb of Tob. by the Court here adjudged
28
880
28
unto him of this present for his Costs and damages sustained by occasion
of the said Same Debt & the detention thereof in Maryland &c. the said pltff by his attorney
specially prayed the above debt referring & principall damages & interest &c. prays

Pleadings as appears to witt in Det Court 1710

Ptt Christopher Smithers
vs } Maryland ss
Deft Thomas Howard

Thomas Howard of the City of the City
of Annapolis Planter was attached to answer unto Christo-
pher Smithers of Saint Mary's County in a Plea of Trespass on the Case &c.

And whereupon the said Christopher by Wornell Hunt his attorney
Complains that whereas towitt the Seventh day of May Anno Dom Seventeen
hundred and Four at the City of Annapolis in the County of Annarundell the
said Christopher and the said Thomas together between themselves accounted of and
concerning divers Sums of Money by the said Thomas to the same Christopher
before that time owing and unpaid and upon that account the said Thomas
was found in arrears towards the said Christopher in the Sum of thirteen pounds
Seaven Shill. and five pence Sterling and being so in arrears found
the said Thomas in Consideration thereof afterwards towitt the said Seventh
day of May Anno Dom 1710 aforesd at the City of Annapolis aforesd upon himself
assumed and to the said Christopher then and there faithfully promised
(that)