Called the pawpaw fields lying near the Chancellors Creek in St Georges River
in St Mary's County for the term of the Life of the said Mr and a Plantation Tobias
Folle of the same County planter as of the devise of Roger Folle of the
same County planter their father whose devisees they are the said Timothy
part. beside them of the aforesd two hundred Acres of Land with the Edifices
Orchard and Appurtenances thereon Erected to make according to the law of the
Late kingdom of England he hath gainsayd and as they say unjustly permitted
not to be done, and have you then there the names of the persons before whome
you summon. Witness Mr. Timothy Folle and this writt Witness Mr. Holland Esq
Chief Justice of our said Court the 18th day of July in the 11th year of our
reigne Annoque Domini 1712 W Bladen

Attwhich said first Court day of October to wittt the 7th day of the same month
Anno Domini 1712 being the day of the return of the said writt Comes the said
Darby Morris & Mary his wife by William Bladen Attorney and the Sheriff of St Mary
County to shewe the aforegoing writt was Executed Comes Emanos return being
to the Court Endorsed in these words Viz. Pursuant to the within writt I have summoned Timothy Folle to appear at the
within Court to be held the first tuesday of October next before Philip
Ragan Henry Morgan gent and twelfe men of my bailywick as I
same I am Commanded Henry Lowe Jun Sheriff

Whereupon the said Timothy Folle by Dan. Dullany his attorney
Comes and defends the force and Injury when &c Saveing to himself
all and all manner of Exceptions and Advantages as well to the said Summons
and return as the Writ thereon and prays Leave to Imparle Hereunto until
next Court and he hath it and the same day is given to the pltffs &c
Attwhich said next Court to wittt the 17th day of April Anno Domini 1713 Comes again
the said parties pltffs and defendt by their attorneys and the said defendt by his
said attorney Prays further Leave to Imparle hereunto until next Court and
he hath it & the same day is given to the pltffs also Attwhich said next
Court to wittt the 13th day of October Anno Domini 1713 Comes again the said Timothy
Folle by his said attorney and offers himself against the said Darby Morris & Mary his wife
in the plea aforesd but the said Darby Morris & Mary his wife all this solemnly
Called Come not, but make default, nor do they further prosecute their summons
in the plea aforesd against the said Timothy Folle &c Therefore it is Considered by
the Justices here this day and year last mentioned that the said Darby Morris
& Mary his wife & their sureties of prosecuting be in mercy &c and that the names
of the said pledges be stricken from &c and that the said Timothy Folle Gentleman &c
without day &c And also it is Considered by the Justices here that the said Timothy
Folle recover against the said Darby Morris & Mary his wife & Jurme of
damages by the Court here adjudged unto him for his Costs and Charges
by him all his defence in this behalf laid out & expended according to the form of the Statute &c

Wm. Bladen Esqr Attorney Generall for Mr Nicholas Lowe of Talbott County
Mr Nicholas Lowe & Wm Dimondson Gentn Exors of the last will and testament of Nicholas Lowe
of Dorchester County in the province of Maryland
Merchant deceased Alias dictus Called Wm Dimondson of Chippland Lower Parish
was summoned to answer unto William Bladen Gent Attorney Genll of our
Lady the Queen that now is of a plea within this province wherein for our said Lady
the Queen in this behalf prosecutes against the said Nicholas Lowe of
plea that he render unto our said Lady the Queen one thousand
pounds sterling which from our said Lady the Queen he unjustly detaines
Whereupon the said Wm Bladen who for our said Lady the Queen that now is in
this behalf prosecutes Saith that whereas the said Wm Dimondson in his lifetime
the first day of April in the fourteenth year of the reigne of our Late Sovereigne
Lord Wm the third King of England Anno Domini 1702 at Talbot County by his
certaine writeing obligatory sealed to Wm Dimondson sealed date as above and
hereinto Court brought which he acknowledged himself to be held and firmly bound
unto our said Late Sovereigne Lord Wm the third late king of England in the
sume of one thousand pounds sterling to be paid unto his said Majesty his heirs
and successors to the which payment well and truly to be made the said Wm Dimondson
in his lifetime had bound himself his heirs Exors and Admors firmly by the said
writeing obligatory Never the less the said Wm Dimondson in his lifetime nor the said
Nicholas Lowe in his Capacity after time his death or either of them the aforesd
sum of one thousand pounds sterling to his said late Majesty King William the third late
King of England in his lifetime did not pay nor the same to our Sovereigne
Lady the Queen that now is although thereto required &c the said Wm Dimondson
in his life did not render nor the said Nicholas Lowe in his Capacity after time
the death of the said Wm Dimondson but the same to render hath hitherto
denyed and doth still deny to the damage of our said Lady the Queen that now
is One thousand pounds sterling and this for our said Lady the Queen
that now is One thousand pounds sterling and this for our said Lady the Queen
that now is she is ready to verify Wbladen att Gentle

And the said Nicholas by his attorney Comes and defends
the force and Injury when &c and prays a hearing of the writeing obligatory
aft and it is read to him he prays also a hearing of the Condition of the same
writeing and it is read unto him in these words Viz. The Condition of this
Obligation is such that whereas the Ship or Vessell Called the Providence
of Lon Hall whereof the above bounden Nicholas Lowe is master is entered and
bound for London if now the said Ship or Vessell shall load or take on
board any Sugar tobacco Cotton Indigo Ginger Cacao Logwood
Fustick or other dying wood and shall Carry & safely to some port
of England Wales or to the town of Berwick upon Tweed, and there unlade
and put the same on shore (the dangers of the seas only excepted) and
that a Certificate of the landing and discharging the said goods
accordingly shall within Eighteen months from the date hereof &c deliver

(to)