Mr Mr Thomas Homewood
and
Mr Mr Thomas Cockey . . .

This is an action of Debt for the Sum of two thousand two hundred and Seventy two pounds sixteen shillings and one penny Current money Commenced by the plaintiff against the defendt wherein the Sheriff of Anne Arundell County to whom the writt in the said Action was directed made a return thereof to the Court here thus Endorsed Viz Cognitum John Gresham Shff.

Whereupon the said Thomas Cockey being called appears and at the prayer of the plaintiff by his attorney the said Thomas Cockey is adjudged to give Special bail to the Action aforesaid whereupon a certain James Gouvard and James Baldwin Gentlemen present herein Court undertake Jointly and Severally for the said Thomas Cockey that if cast the said Thomas Homewood shall recover Judgment in the plea aforesaid against the said Thomas Cockey or that the said Thomas Cockey shall be there in Court that then the said Thomas Cockey shall pay the Condemnation or the Court thereupon or render his body to the Custody of the Sheriff of Anne Arundell County in this Action shall or that they the said James Gouvard and James Baldwin or either of them will do the same for him And thereupon the said Thomas Cockey by his attorney aforesaid Comes and saving to him self all advantages as well to the writt as to the Declaration and prays Leave thereof to imparle hereunto till the next Court and hath it and the same day is given to the plaintiff thereof

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Mr Mr Humphrey Morris Esq.
and
Mr Mr Wm Cullin Fitz ad. of Edward Bryon . . . .

Maryland Dorchester County ss.

Be it Remembered that heretofore to wit the 9th Day of April in the 8th Year of the Dominion of the Right Honble the Lord Proprietary that now is Anno Dom 1723 William Fulton of Dorchester County Planter and Sarah his wife Admx of the and Singular the Goods Chattels Rights and Credits which were of Edward Bryon Late of Anne Arundell County Bricklayer deceased who Died Intestate as it Said were Attached to Answer unto Humphry Morris Esqr of a Plea of Trespass upon the Case &c — And

Whereupon the said Humphry by Daniel Dulany his Attorney Complains that where as the said Edward in his Lifetime the twelfth Day of July Anno Dom Seventeen hundred and thirteen at Dorchester County aforesd According to the Custom of Merchants and Others used & approved the Contrary whereof in the Memory of Man is not made & Drew Four Bills of Exchange Bill of Exc Tenour and Dated the Day and Year aforesd with his proper hand & Same Thereto Subscribed Said to a certain Wm Hunt Merchant in London Requiring & Negotiating directed by the first of which Bills the said Edward in his Lifetime required the said Hunt at Forty days Sight thereof his Second Third and Fourth of the Same Tenour and Date being unpaid to Pay unto the said Humphry or his Order the Sum of Fifty Eight Pounds Sterling Said to Place the Same to the Account of the Pl. Edward in Consideration whereof Said the Custom aforesd the aforesd Edward in his Lifetime Afterwards Viz the Day and Year aforesd at Dorchester County aforesd upon himself Assumed & to the said Humphry there & Then Faithfully Promised that the the said Edward in his Lifetime the said Fifty Eight Pounds Sterling to the said Humphry would well & truly Satisfie Pay in Case the said Hunt should not Pay the Same According to Tenour and Effect of the said Bills of Exchange together with all Cost Damages and Charge that should be Occasioned by non Payment thereof And the said Humphry in Fact Says that Afterwards Viz the twenty Sixth Day of October Anno Dom Seventeen hundred & twenty at London aforesd Viz at Dorchester County aforesd the said Humphry did Exhibit the first of the said Bills the Second Third and Fourth of the Same Tenour & Date being unpaid to the said William Said Hunt & there required the said Hunt to Accept the first of the said Bills Said Pay the Money therein mentioned According to the Tenour thereof

(which)

which first Bill the said Hunt then & there to Accept or the Money therein mentioned to Pay Dishonoured Said yet Dollars thus the Same Dishonoured the said Humphry after the Expiration of the twenty Days mentioned in the said Bills for Payment Viz the Eighteenth Day of November Anno Dom Seventeen hundred and twenty at London aforesd Viz at Dorchester County aforesd the first Bill aforesd the Second Third & Fourth of the Same Tenour and Date being unpaid According to the Custom aforesd Did Protest or Cause to be Protested Said that the Damage Occasioned by the Protestation of the said Bill and the non Payment of the Money therein mentioned Amounts to Eight Pounds Fourteen Shillings Sterling of all which the said Sarah while Sole and after the Death of the said Edward Afterwards Viz the Eighteenth Day of November in the year last mentioned at Dorchester County aforesd had Notice Have Wholly the said Edward in his Lifetime or the said Sarah while Sole & Since his Death to Obtain Administration of all & Singular the Goods and Chattels Rights and Credits which were of the said Edward at the time of his Death at Dorchester County aforesd in due form of Law was Committed Said the said William Fulton & Sarah Since their Espousals the promise & Assumption aforesd of the said Edward in his Lifetime Willfully Regarding but Contriving and fraudulently Intending him the said Humphry in his behalf Fraudulently & Subtilly to Deceive and Defraud the said Edward in his Lifetime or the said Sarah Since the Death of the said Edward Said Before the Intermarriage with the said William Fulton and Sarah Since their Espousals the said Fifty Eight pounds Sterling with all Damage and Charge Occasioned as aforesd Amounting in the whole to Sixty Pounds Fourteen Shillings Sterling or Any part thereof to the said Humphry have not Contented or Said Bills or Any thereof to satisfie requested Said Particularly the said William and Sarah Since their Intermarriage Viz the Fifth Day of April Anno Dom Seventeen hundred & twenty Six at Dorchester County aforesd and after afterwards Left the Same to him the Day the said Edward in his Lifetime the Sarah while Sole and before her Intermarriage with the said William & Sarah William and Sarah Since the Espousals between them had & Celebrated have Sued Said the said William & Sarah the Same to him to Contest & Pay Still do refuse to Pay by the said Humphry Saith he does the were Said hath Damage to the value of Three hundred and twenty pounds Sterling Said therefore he brings this Suit — Pledges — John Doe & Richd Roe

And the aforesd William Fulton & Sarah his wife Admx as aforesd by Michael Howard their Attorney Come and Defend the Force and Injury when & where &c and pray Leave to imparle hereunto until next Court Said they have it Said the Same Day is given to the pltff also — At which said Court to wit the 16th Day of September Anno Dom 1723 Come again as well the said Humphry Morris by his Attorney aforesd as the said William Fulton & Sarah his wife Admx as aforesd by their Attorney aforesd Said the said William Fulton & Sarah his wife Admx as aforesd by their said Attorney Pray further Leave to imparle hereunto until next Court Said they have it Said the Same Day is given to the said Humphry also — At which said Court to wit the 19th Day of May Anno Dom 1724 Come again as well the said Humphry Morris by his Attorney aforesd as the said William Fulton & Sarah his wife Admx as aforesd by their said Attorney aforesd Said the said William Fulton and Sarah his wife Admx as aforesd by their said Attorney as before Defend the Force & Injury when &c and Say that the aforesd Humphry the Action aforesd against them to have Ought not because Protesting that the said Sarah had not Notice of the Protestation of the first Bill of Exchange Supposed by the Declaration aforesd to have been Drawn by the said Edward on the aforesd Eighteenth Day of November Protesting also that the Declaration aforesd & the Matter therein Contained is Insufficient in the Law for that the Sums of Money therein mentioned are Miscast which they have not by the Laws of this Land are held to Answer for Plea the said William and Sarah Say that the aforesd Humphry his Action aforesd against them to have Ought not because they Say that the aforesd Sarah the Day of the Impostration of the writt aforesd of the said Humphry & long before did fully Administer all the Goods and Chattels which were of the aforesd Edward at the time of his Death Said that the said William & Sarah have not nor either of them hath any Goods or Chattels which was of the said Edward at the time of his Death or Afterwards Have had the aforesd Day of the Impostration of the said Writ nor Have Afterwards in their hands of them the said William & Sarah or either of them to be Administered whereof they could Satisfie unto the aforesd Humphry the aforesd Several Sums of Money Or any part thereof Said this they are ready to verify whereupon they pray Judgment if the said Humphry his Action aforesd against them have Ought &c — And the said Humphry Saith that he by Any thing proffered by them having and

(maintaining)