Came and Demanded Possession of the House she lived in that she told him it was hard for her to give Possession to Franklin Thomas Stansbury Junior and her Husband Thomas Stansbury urged her to go out but she would not after Stansbury could not get Possession he went to Edward Costin Plantation and about two months after came again with three Men and a padlock and asked for some staples and Hasps and took some Ring and staples out of the House which belonged to her without her Consent or permission that she asked his Authority for Possession which he refused that he took off the Lock hanging on the door and went in the House at the same time which she proved that he took off the Lock that same time threw a wooden Bowl into the House and told her she might as well come out of doors for that Bowl was Possession that she did not give him Possession nor go out of the House for that purpose that Intire Stansbury and her former Husband built the House on the Land called Dixons Neck that she has lived in the House six or seven years that some time after she married one Thomas Cow who Rented the House and Land of Thomas Franklin that some time before Cow had taken the Land of Franklin Thomas Stansbury Junior asked Cow to sent the House of him that Cow refused to do it.

7 Thomas Franklin Declares that some time in the last of August or the first of September 1743 he met with Mary Sutton in the road who told him that if he had heard that he had or was going to get the Land where she Lived and that she had asked his wife she might know what on the Land who told she might know any thing she knew and then asked him if he might know what that had told her she might and also to tell any thing else and that he should live there as long as he pleased And that about time after she Rented the Land to Thomas Cow who believes married the said Mary Sutton that he gave said Cow in writing under his hand and seal for that purpose.

April the 16th 1745 The above and aforegoing Evidences Examined in presence of the Complainant and Doctor Charles Carroll on the Land called Dixons Neck where the forcible Entry or Detainure Complained of is said to be made.

before J. Shercliffe

And now here at this day to wit the 19th day of April Anno Dom 1745 aforesd Comes into his Lordships Provincial Court here as well Henry Darnall Esquire his Lordships Attorney General who for his said Lordship in this behalf follows the said Charles Carroll by Stephen Bordley his Atty And thereupon all and singular the premises being by the Court here seen heard fully understood and Mature Deliberation thereupon had and for that the Court here are not advised of rendering their Judgment of and upon the premises aforesaid Day therefore is given unto the aforesaid parties to hear their Judgment until next Court.

All which said next Court to wit the 16th day of September Anno Dom 1745 Comes again as well the said Henry Darnall Esquire his Lordships Attorney General who for his said Lordship in this behalf follows the said Charles Carroll by Stephen Bordley his Attorney

Thereupon all and singular the premises being by the Court here seen heard fully understood and Mature Deliberation thereupon had.

Therefore It is Considered by the Court here that the Writ of Certiorari be Quashed.

Test R Burdett Clk

H. Osborn Spragg & Company
D. John Hilleary

} Maryland ss. John Hilleary late of Prince Georges County Innholder alias called John Hilleary of Prince Georges County Innkeeper was summoned to Answer unto Osborne Spragg Thomas Clark and Joseph Bell Junior of the County aforesd Merchants of a plea that they render unto them the sum of One hundred and Seventy six pounds and two Shillings Currency which to them he owes and unjustly detains &c.

And whereupon the same Osborne Spragg Thomas Clark and Joseph Bell Junior by Thomas Clark their Attorney say that whereas the aforesd John Hilleary the twelfth day of October in the year of our Lord One thousand seven hundred and forty five at Prince Georges County aforesd by his certain writing Obligatory granted himself to be held and firmly bound unto the said Osborne Spragg Thomas Clark and Joseph Bell Junior in the aforesd sum of One hundred Seventy six pounds and two Shillings Currency to be paid unto the said Osborne Spragg Thomas Clark and Joseph Bell Junior when he should be thereunto required Nevertheless the aforesd John Hilleary altho often required the aforesd sum of One hundred Seventy six pounds two Shillings Currency

(to)

To the said Osborne Spragg Thomas Clark and Joseph Bell Junior hath not yet paid but that to them to pay hath hitherto Denied and still doth deny wherefore the aforesd Osborne Spragg Thomas Clark and Joseph Bell Junior say that they are the worse and have Damage to the value of One hundred Seventy six pounds and two Shillings Currency and therefore they bring Suit &c. And bring here into Court the writing aforesd which the Debt aforesd in form aforesd is the Day and year aforesd.

Pledges &c. { In Doe / Richard Roe

And the aforesd John Hilleary by Edward Dorsey his Attorney comes and defends the force and Injury when &c. And prays a hearing of the writing aforesd and it is read unto him and he to pay a hearing of the Condition of the said Writing and it is read unto him in these words The Condition of the above Obligation is such that if the above Bound John Hilleary his Executors or Administrators do and shall well truly pay or Cause to be paid unto the said Osborne Spragg Thomas Clark Joseph Bell Junior their certain Attorney Executors Administrators or Assigns the just sum of Eighty eight Pounds One Shilling Currency money also upon the Day of next ensuing the date hereof with lawful Interest for the same then the above Obligation to be void else to remain in full force and virtue in law. But if default be made in the payment of the sum of Eighty eight Pounds One Shilling Currency then I empower any Attorney in any Court of Record in the Province of Maryland or elsewhere in Great Britain France or Ireland or within the Province of Maryland or elsewhere his Majesty's Dominions to appear for me at the suit of the above mentioned Osborne Spragg Thomas Clark and Joseph Bell Junior and to receive a Declaration on the above Obligation and thereupon to Confess Judgment by Nil dicit, cognovit Actionem, Non sum informatus or otherwise; Hereby releasing all the Errors that may happen upon the said Judgment and Suing out execution thereupon or in any of the Proceedings thereunto relating.

Which being read and heard the aforesd John Hilleary by his Attorney aforesd saith that he cannot deny the Action of the aforesd Osborne Spragg Thomas Clark and Joseph Bell Junior nor but that the writing Obligatory may be the deed of him nor but that he owes to the aforesd Osborne Spragg Thomas Clark and Joseph Bell Junior the sum of One hundred Seventy six pounds Two Shillings Currency in manner and form as the said Osborne Spragg Thomas Clark and Joseph Bell Junior have against him Declared.

Therefore It is Considered by the Justices here that the said Osborne Spragg Thomas Clark & Joseph Bell Junior recover against the said John Hilleary as well the sum of One hundred Seventy six pounds and two Shillings Currency their Debt aforesaid as also the sum of Pounds of Tobacco by the Court here unto them in Costs spent Adjudged as well for their Damages Sustained by reason of detaining said Debt for their Costs and Charges by them about their suit in this behalf laid out and expended. And the said Defendant in Mercy &c.

Signed this 4 day of October 1745

Test R Burdett Clk

H. Thomas Clark & Joseph Bell jun
D. Brock Mockbee

} Maryland ss. Brock Mockbee late of Prince Georges County Planter otherwise called Brock Mockbee of Prince Georges County Planter was summoned to Answer unto Thomas Clark and Joseph Bell Junior Merchants of a plea that he render unto them the sum of One hundred Eighty Pounds Twelve Shillings and Eight pence Sterling money of Great Britain which to them he owes and unjustly detains &c.

And Whereupon the same Thomas Clark & Joseph Bell Junior by Thomas Clark their Attorney say that whereas the aforesd Brock Mockbee the fifteenth day of October in the year of our Lord One thousand seven hundred and forty four at Prince Georges County aforesaid by his certain Writing Obligatory aforesd had granted him self to be held and firmly Bound unto the said Thomas Clark and Joseph Bell Junior in the aforesd sum of One hundred Eighty five Pounds Twelve Shillings and eight pence Sterling money of Great Britain to be paid unto the said Thomas Clark and Joseph Bell Junior when he should be thereunto required Nevertheless the aforesd Brock Mockbee altho often required the aforesd sum of One hundred Eighty five Pounds Twelve Shillings & eight pence Sterling money of Great Britain to the said Thomas Clark and Joseph Bell Junior hath yet not paid but that to them to pay hath hitherto denied and still doth deny wherefore the aforesd Thomas Clark and Joseph Bell Junior say that they are the worse and have Damage to the value of One hundred Eighty five Pounds and Twelve Shillings and eight pence Sterling and therefore they bring Suit &c. And bring here into Court the writing Obligatory aforesd which the Debt aforesaid in form aforesd Testifies where date is the day and year aforesd.

Pledges &c. { John Doe / Richard Roe