

as the said Thomas hath above declared against him & of this he putts himselfe upon the Countrey Whereupon day is given to both parties untill next Provinciaall Court Liber N N

Now here att this day to witt the Fifteenth day of October in the third yeare of the Dominion of Charles Lord Baltemore &c^a Annoq Dni 1678 came the said Thomas Snell by his Attorney aforesaid & offered himselfe against the said Henry Hooper in the plea aforesaid but the said Henry came not but made default Therefore itt is considered by the Court here the said Tho: Snell Adm^r as aforesaid recover against the said Henry Hooper as well the sume of fifteen hundred pounds of tobacco damāges occasioned by the p^rmisses As also ffifteen hundred & twenty pounds of tobacco costs of suite And the Defend^t in mercy &c

Justinian Tennison ag ^t Matthew Davis	}	This action is agreed
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Tho: Jones ag ^t Rob ^t Mason & W ^m Thomas	}	Robert Mason & W ^m Thomas late of S ^t Maryes County planters were Attached to answer unto Thomas Jones Marryner of a plea of trespas upon the case	p. 69r
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And whereupon the said Thomas Jones by Robert Ridgely his Attorney complaineth, that whereas the said Thomas Jones being possessed as of his own proper Goods of One Boat of the Value of three thousand pounds of tobacco lying then att the landing of the said Thomas in S^t Maryes County aforesaid, the said Robert & W^m the sixth day of March in the yeare of our Lord One thousand Six hundred Seventy seven in consideracōn that the said Thomas Jones would lend them the said Boat to goe on board a certaine Shipp then lying att Anchor in S^t Maryes River, upon themselves did assume & to the said Thomas did faithfully promise that they the said Robert & W^m the said Boat att the landing of the said Thomas & the Oares att the house of the said Thomas the night of the same sixth day of March would well & in good condicōn to him the said Thomas redeliver & returne And the said Thomas in fact saith, that trusting to the faithfull promise & assumpcōn of the said Robert & W^m to him the said Thomas so as aforesaid made, he the said Thomas the said Boat with her Oares to them the said Robert & W^m did deliver & lend to goe aboard as aforesaid Yet the aforesaid Robert & W^m their promise & assumpcōn so as aforesaid made not regarding, but deviseing & fraudulently intending him of the use of his boat to them lent as aforesaid to deprive the same boat with her Oares to the said Thomas did not redeliuer & return according to their promise, but the same boat hath from the said sixth day of March in the yeare aforesaid until the twenty