

remember that he paid him any ready Tob<sup>o</sup> that year Except Some Small Matter by way of Discount.

[408] To the 13<sup>th</sup> Saith That there hath been a Clashing between the Compl<sup>t</sup> and defend<sup>t</sup> about the Defend<sup>ts</sup> list of fees as Clerk of Ann Arundell County and that he heard the Complainant Say that the Defendant was some what unreasonable w<sup>th</sup> him in Requireing him to make good Insolvencies in the year Seventeen hundred and three to the best of this Dep<sup>ts</sup> Knowledge, And that therefore he the Said Compl<sup>t</sup>. wou'd not undertake the Collection of his list in the year 1704 unlesse he the Said Defendant wou'd Accept of a reasonable Return of it w<sup>ch</sup> the Defendant in the year 1704 Agreed to Accept of. And being Askt whether he knew of any other agreem<sup>t</sup> between the Compl<sup>t</sup> and Def<sup>t</sup> about any other list Saith he does not.

To the 14<sup>th</sup> Saith That on or about the 19<sup>th</sup> of June 1712 he this Dep<sup>o</sup> being Receiver for the Def<sup>t</sup> (by the Compl<sup>ts</sup> order) paid to the Defend<sup>t</sup> among other Tobacco's one Hhd. at M<sup>rs</sup> Elizabeth Hammonds the Widow of William Hammond Decd Q<sup>ry</sup> 804 and that Some time after in the Same year being at the Said Widow Hammonds House She told him that M<sup>r</sup> Edward Burges Jun<sup>r</sup> Receiver for M<sup>r</sup> W<sup>m</sup> Nicholson had been there and had Markt 2 hhd<sup>s</sup> of Tob<sup>o</sup> for Said Nicholson on Acc<sup>t</sup> of the Sheriff who was Indebted to Said Nicholson as the Said Burges told her, but She to the best of this Deponants Memory not being Satisfyed w<sup>th</sup> the Said Burges's Authority to Receive the Same Came to Acquaint the Compl<sup>t</sup> (as the Said Widow to the best of this Dep<sup>ts</sup> Memory told him) thereof And that afterwards he this Dep<sup>t</sup> did Scratch out or Gave orders to Scratch out the Mark put on Said Hhd<sup>s</sup> by Said Burges and ordered them to be Markt again for the Use of the Defend<sup>t</sup> on the Compl<sup>ts</sup> Acc<sup>t</sup> and beleives the Said 2 Hhd<sup>s</sup> are the Same mentioned in M<sup>r</sup> Nicholsons Dep<sup>o</sup> And being Askt by the Defend<sup>t</sup> whether he knows that M<sup>r</sup> W<sup>m</sup> Nicholson was paid in ready Tob<sup>o</sup> for an order for 1800<sup>th</sup> tob<sup>o</sup> in the year 1711 drawn by the Defendant on the Compl<sup>t</sup> that year any other way. Saith he does not Except 612 w<sup>ch</sup> he this Deponant paid him, w<sup>ch</sup> the Said Nicholson would not Receive any otherwise than on that Acc<sup>t</sup> but further Saith that the Said Nicholson had Credit for the Said 1800<sup>th</sup> Tob<sup>o</sup> in the Sheriffs books. And further this Dep<sup>o</sup> Saith that for [409] about the Space of 16 years past and upwards he this Dep<sup>t</sup> Acted as under Sheriff or High Sheriff w<sup>thout</sup> any Intermission in Ann Arundell County and in all that time had the North Side of South and Severn Rivers for his walks and Generally as well for himself as for those he Acted under Setled Acc<sup>ts</sup> w<sup>th</sup> the Inhabitants on the North Side of Said Rivers, that he does not know that the Def<sup>t</sup> made yearly Demands (as by Act of Assembly required) of the Compl<sup>t</sup> or of his this Dep<sup>o</sup> as Undersheriff of the Tob<sup>o</sup> he Claimed of the Compl<sup>t</sup> but on the other hand very often and in Severall years before any Suits between the Compl<sup>t</sup> and def<sup>t</sup> were Commenced has heard the Compl<sup>t</sup> Express a Great deal of Desire and Earnestnesse to have the Defend<sup>t</sup> paid off and desir'd this