

likewise etc. Att which sayd Court (to witt) the 22d day of November Annoque Domini 1698 came the Said Nathan Veitch by his Attorney aforesaid and Prayeth that the Said James Bigger to his Declaration aforesaid may answer And the Said James Bigger by Joshua Cecell his Attorney cometh and defendeth the force and injury when etc. and Saith that the Said James Bigger doth not owe the Said twelve Hundred pounds of Tobacco in manner and forme as the Plantiffe in his Declaration aforesaid against him hath Declared and of this he putts himselfe upon the Country. Joshua Cecell

And the plantiffe also. William Stone.

[361] Therefore it is Commanded the Sheriff that without delay he cause to come here twelve etc. by whom etc. and who neither etc. to recognize etc. because as well etc. and now here at this day came as well the Said Nathan Veitch and the Said James Bigger by their attorneyes aforesaid and the Jurors thereon impannell'd being Called likewise came (viz.)

James Stoddart, Foreman, Archabald Edmundson, Joshua Hall, John Robenson, Phillip Lewin, Thomas James, Barthlomew Goff, John Henry, Charles Wallker, Henry Culver, John Deakins, Robert Robertson.

Who to Speake the truth concerning the Premises being Elected tryed and Sworne doe Say upon their oaths Wee find for the Plaintiff.

Therefore it is Considered that the Said Nathan Veitch recover against the Said James Bigger the Sume of twelve Hundred pounds of Tobbacco his Damages in the Premises aforesaid as also the Sume of Seven Hundred and two pounds of Tobacco his Cost and Charges in this behalfe Layd out and Expended to the Said Nathan Veitch of his assent by the Court here adjudged and the Said James Bigger in mercy etc.

Matthew Mackeboy Plantiffe: Ninian Beall Defendant

Ninian Beall Late of Prince Georges County Gentleman was attech'd to answer unto Matthew Mackeboy of a Plea of trespass upon the Case etc. And whereupon the Said Matthew by William Stone his Attorney Compleineth that whereas the Said Matthew the 23d day of August in the year of our Lord 1691 at Annarurdall County that is to Say att Charles Towne within the Jurisdiction of this Court Att the Instance and request of the Said Ninian had borrowed of one George Burges for his the Said Ninians use and by the Said Matthew the Day Year and Place aforesaid had delivered unto the Said Ninian a Parcell of Surveying instruments (viz. one Scale Protracter Compas Chaine and Deviders in Consideration of the Sayd Ninian the Day year and Place aforesaid did Promise unto the Said Matthew to Deliver the aforesaid Scale Protracture Compass Cheine and Deviders Securely and undamnified unto the said George Burges within three months afttar the Said 23d day of August 1691 aforesaid, and the Said Matthew in Fact Saith that the Said Ninian did not deliver the aforesaid Surveying Instruments within the time aforesaid unto the Said George Burges according to his the Said Ninians Promise as aforesaid, And the Said Matthew Further in Fact Saith that at Prince Georges County Court held at Charles Towne the 22d day of June 1697 before the Justices of our Sovereigne Lord the King for the Said Court the Said George Burges had impleaded the Said Matthew for the Said Scalle Protracture Compass Cheine and Deviders aforesaid and by Consideration of the Said Court did recover against the Said Matthew as well the Sume of one pounds Shillings 8 Sterling for the Said Surveying instruments aforesaid as also the Sume of Nine hundred thirty two pounds of Tobacco to the Said George Burges for his Cost and Charges in that behalfe Sustained as by the records and