

Treacys att the time of his Death and that he hath noe goods nor Chattles which ware the aforesaid Charles Treacys att the time of his Death in his hands to be administred nor had the Day of Ishueing forth of the Originall writt nor any time after and this he is ready to aver whereupon he desiers Judgement if the aforesaid Plantiffe ought thereupon to have his action aforesaid against him David Small administrator as aforesaid Defendant.

[481] And the Said Jacob Moorland by William Stone his attorney Saith that by anything before alleadged ought not to be debarred of haveing his Action aforesaid because he Saith that he the Said David Small the Day of the Ishueing forth of the Originall writt of him the Said Jacob Moorland had divers goods and Chattles which ware the aforesaid Charles Treacys att the time of his Death in his hands to be administred to the value of the aforesaid Debt of etc. whereby he was able to Sattisfie him the Said Jacob Moorland administrator as aforesaid the Same Debt and this he prayes may be enquired of into by the Court.

And the Said David Small by Joshua Cecell comes and defends the Force and Injury when etc. and Saith that he hath wholly administred and putts himselfe upon the Court. Joshua Cecell

And the Plaintiff also. William Stone

The Court haveing read and Fully understood the Alligations of the Parties on both Sides and the wittnesses on both Sides being Fully heard by the assent of the parties aforesaid etc. Therefore it is considered that the aforesaid Jacob Moorland administrator of the aforesaid Thomas Barker Plantiffe doe recover against the aforesaid David Small administrator of Charles Treacy Deceased as well the Sume of three Thousand Sixty and three pounds of Tobacco his Debt aforesaid as also the Sume of four hundred Seventy two lbs. of Tobacco for his Costs and Charges of Suite to the Said Jacob Moorland plaintiff of his assent by the Court here adjudged out of the Goods and Chattles which ware Charles Treacys att the time of his Death in the hands of the Said David Small to be administred etc. if he hath So much thereof in his hands to be administred etc. and the Said David Small in Mercy.

Henry Fearnly Plantiffe: Nicholas Sporne Defendant

Nicholas Sporne Late of Prince Georges County Inholder was attached to answer unto Henry Fernly of a plea of Tresspass upon the Case.

And whereupon the Said Henry by William Stone his Attorney compleines that whereas the Said Nicholas the 10th day of Aprill in the year of our Lord 1694 att Callvert County that is to Say att Charles Towne within the Jurisdiction of this Court the Said Nicholas for a Valuable Consideration before that time by the Said Henry Paid and Delivered unto the Said Nicholas att his request being indebted in the Sume of four pounds Sterling According to the use of Merchants Delivered unto the Said Henry three bills of Exchange that is to Say first Second and third all of one tennor and date with the propper hand of the Said Nicholas Subscribed and to John Pottit of London Merchant directed in the first of which Bills the Said Nicholas did require the Said Pettitt to pay or Cause to be paid unto the Said Henry on his Order the Sume of four pounds Sterling after twenty dayes Sight of the Said first bill of Exchange the Second and third of the Same tenor and date not being paid and in the Second of the Said bills the Said Nicholas did require the Said John Pettitt to pay or Cause to be Paid unto the Said Henry or Order the Sume of 4 pounds Sterling after twenty dayes Sight of the Said bill the first and third of the Same tenor and date not being Paid, and in the third of the Said Bills the Said Nicholas did