well and truly to be made. The said Massey did bind himself firmly by the same writing. Nevertheless the said Massey at the often thereto required, the sum of money aforesaid nay part thereof to the said Charles yet hath not paid but the same to him to pay hath hitherto altogether refused and still doth refuse, to the damage of the said Charles in the sum of fifty pounds Current money and thereupon he brings this suit &c.

Mr. Harmon for Plff. John Roe Richard Roe pledges &c.

The writing Obligatory mentioned in the aforegoing Declaration issues as follows to wit,

Know all men by these presents that I Massey Fountain of Talbot County, and State of Maryland planter, am held and firmly bound unto Charles Daffin, of Caroline County, and State of Virginia, in the full and just sum of two hundred and forty two pounds fourteen shillings and two pence Current money of the State aforesaid, to be paid to the said Charles Daffin, his certain attorney, Executors Administrators or assigns to which payment well and truly to be made and done. I bind myself my heirs executors and Administrators, firmly by these presents Sealed with my seal and dated this twentieth day of June 1793. The Condition of the above Obligation is such that if the above bound Massey Fountain, his heirs executors or Administrators do and shall, well and truly pay or cause to be paid unto the above named Charles Daffin, his Certain attorney, executors, Administrators or assigns, the full sum of One hundred and thirty six pounds seven shillings and one penny Current money as aforesaid, on or before the first day of September next ensuing the date hereof with legal Interest thereon. Then the above Obligation to be void otherwise to remain in full force and virtue in law.

Signed Sealed & Delivered in presence of
Giles Hicks Jun.

Massey Fountain (Seal)

and the said Massey Fountain by his attorney aforesaid, defendeth the wrong and injury when &c. and saith that he cannot gain say this the action of the said Charles Daffin so as aforesaid against him brought, nor can he deny that the writing Obligatory aforesaid is the deed of him the said Massey Fountain, nor that he owes unto the said Charles Daffin the aforesaid sum of two hundred and forty two pounds fourteen shillings and two pence Current money in the writing Obligatory aforesaid mentioned in manner and form as the said Charles Daffin, against him has Complained, Therefore it is Considered by the Court here that the said Charles Daffin do recover against the said Massey Fountain his debt aforesaid in form aforesaid, acknowledged and also the quantity of five hundred and ninety seven pounds of Tobacco, which was adjudged for his Costs and Charges by him about his suit in this behalf expended & the said Massey Fountain in Mercy &c.

James Earle Jun. Clk.

Judgment was Confessed in this action on the tenth day of September anno Domini 1794. Interest Costs. Tobacco released on payment of the principal Interest Costs. payments if any to be allowed Stay of execution till next Term.

Thomas Murphey

vs.

James Hynson.

Be it remembered that heretofore to wit, on the seventh day of January, in the year seventeen hundred and eighty nine, a mandate was given to the Sheriff Kent County that he should take James Hynson late of Kent County, Gent. if he should be found in his Bailiwick and him safe keep, so that he might have his body before the Judges of our General Court, to be held for the Eastern shore of this State, in Talbot County, at the Court house in the same County, the second Tuesday of April next to answer unto Thomas Murphey, in a plea that he render unto him the just and full sum of sixteen hundred pounds Current money, which to him he owes and unjustly detains and so forth. — and that thereof he the said Sheriff should not fail at his peril, and that he should have then and there that Writ. &c. — At which said second Tuesday in April Anno Domini Seventeen hundred and eighty nine, being the day of the return of the aforegoing Writ comes the said Thomas Murphey by Turbutt Wright his attorney, and the Sheriff of Kent County, to whom the same Writ was directed, likewise comes and makes return thereof, to the Court here thus endorsed, to wit "Copi" Edward Worrell, Sheriff". And the said Defendant by William Tilghman his attorney, comes here into Court, and thereupon the said Defendant, at the prayer of the said Thomas Murphey is ruled to give special Bail in the plea aforesaid. Whereupon the said Defendant by his attorney, files in Court here, the following Bail-piece to wit. —

Thomas Murphey, Plaintiff
against
James Hynson Defendant

Now William Spearman and William Knock do jointly and severally acknowledge themselves Special Bail for the said James Hynson, at the suit of the said Thomas Murphey, in an Action of Debt, brought by the said Thomas Murphey, against the said James Hynson in the General Court. They acknowledge themselves to be content therewith this tenth day of April 1789. — before me W. Grundage
John Thomas

To the Honourable the Judges of the General Court. — I do hereby appoint William Tilghman Esquire, my attorney to appear for me in the above Action. — Ja. Hynson

And thereupon the said Thomas Murphey by his attorney filed his Declaration in the plea aforesaid, against the said James Hynson, the Tenor whereof ensues in the following Words, to wit. — Kent County, to wit. James Hynson late of Kent County, Gentleman, was summoned to answer unto Thomas Murphey, in a plea that he render unto him the just & full sum of sixteen hundred pounds Current money, which to him he owes and unjustly detains & so forth. — And whereupon the aforesaid Thomas by Turbutt Wright his attorney, saith that whereas the aforesaid James the first day of March in the year of our Lord one thousand seven hundred and eighty seven at the County aforesaid, by his certain Writing obligatory had granted himself to be held to the said Thomas in the aforesaid sum of sixteen hundred pounds specie, to be paid unto the same Thomas, when afterwards he should be thereunto required. — Nevertheless the said Thomas although often