by the said Jeremiah Crabb above alledged the said State from having or maintaining the action aforesaid to be precluded ought not because protesting that the said William Worthington in the condition of the said writing obligatory mentioned hath not performed anything in the condition aforesaid above specified on his part to be performed according to the form and effect of the said Condition as the said Jeremiah Crabb by his plea hath above alledged for answer to the said plea by way of replication the said William Cooke saith that at a General Court held for the Western Shore of this State at the City of Annapolis on the second tuesday of May in the year Seventeen hundred and ninety four before Samuel Chase then Chief Judge of the said Court and others his Associates then Judges of the same Court certain Thomas O Williams, Elisha O Williams William P Williams and Edward O Williams by consideration of the same Court did recover against the said William Worthington Administrator of all and Singular the goods, chattels and Credits which were of Joseph Wilson lately deceased as well the Sum of one thousand and thirty six pounds three shillings and four pence current money certain debt as the quantity of seven hundred and twenty nine pounds of Tobacco by the same Court thereunto the said Thomas O Williams Elisha O Williams William P Williams and Edward O Williams on their assent adjudged as well for their damages sustained for the detention of the said debt as for their costs and charges by them about their Suit in that behalf laid out and expended whereof the said William Worthington administrator aforesaid is convict and which said Judgment the said Thomas O Williams Elisha O Williams, William P Williams and Edward O Williams did then and there agree to release on payment of the Sum of five hundred and eighteen pounds one shilling and eight pence current money and Interest thereon from the first day of february Seventeen hundred and eighty seven and costs as by the record & process thereof in the said General Court of Record remaining fully appears which said Judgment in form aforesaid had and obtained was for a just and true debt to the said Thomas O Williams, Elisha O Williams William O Williams and Edward O Williams by the said Joseph Wilson in his life time due and owing and then and yet not paid or in any manner satisfied and which said Judgment in form aforesaid had and obtained is still in full force and effect remaining not reversed or satisfied and the said William Cooke further saith that the said William Worthington Administrator aforesaid at the time of rendering the Judgment aforesaid against him as aforesaid had of the said Goods and chattels which were of the said Joseph Wilson in his hands to be administered to the value of the debts, damages & costs in the said Judgment mentioned wherewith the said William Worthington the administrator aforesaid the said debt, damages & costs he could have satisfied to wit at Montgomery County aforesaid Nevertheless the said William Worthington the administrator aforesaid the said debt, damages & costs so due and unpaid as aforesaid or any part thereof to the said Thomas O Williams, Elisha O Williams, William P Williams and Edward O Williams or to either of them hath not paid

or satisfied but the same still remains due to them wholly unsatisfied and so the said William Cooke saith that the said William Worthington administrator as aforesaid hath not paid the debts of the said Joseph Wilson deceased which he did owe at the time of his death so far forth as the goods, chattels & credits which were of the said Joseph at the time of his decease will extend and the Law will charge as he ought to have done but hath wasted and misapplied the same contrary to the form of the condition of the writing obligatory aforesaid, and this the said William Cooke is ready to very and so forth, wherefore he prays Judgment for the State in this behalf for the debt aforesaid together with all damages by occasion of the detention thereof to the said State to be adjudged with this that the said William Cooke will also verify that the said William Worthington in the writing obligatory aforesaid mentioned and the said William Worthington in the said Judgment mentioned is one and the same person and not divers. Thereupon further process of and upon the premises as between the parties aforesaid by consent of the parties aforesaid, and their attornies aforesaid further continued unto the second tuesday of May next. At which said second tuesday of May being the ninth day of the same month in the year of our one thousand seven hundred and ninety seven comes again here into the General Court as well the aforesaid State of Maryland by its attorney aforesaid as the aforesaid Jeremiah Crabb by his attorney aforesaid, and the said Jeremiah Crabb by his attornies aforesaid relinquishing the averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the said State of Maryland so as aforesaid against him brought, nor but that he owes to the said State of Maryland the said Sum of five thousand pounds current money in manner and form aforesaid so as the aforesaid State of Maryland above against him hath declared. Therefore it is considered by the Court here, that the said State of Maryland recover against the said Jeremiah Crabb as well the Sum of five thousand pounds current money Debt aforesaid in form aforesaid confessed, as also the quantity of eight hundred and thirty three pounds of Tobacco by the Court here unto the said State of Maryland on its assent adjudged as well for its damages sustained by reason of the detention of that debt as for its costs and charges by it about its Suit in this behalf laid out and expended, and the said Jeremiah Crabb in mercy and so forth. Memorandum, Judgment was rendered in this cause on the twenty fourth day of may in the year of our Lord one thousand seven hundred and ninety seven for penalty and costs of Suit: to be released on payment of five hundred and eighteen pounds, one shilling and eight pence current money with Interest thereon from the first day of february in the year of our Lord one thousand seven hundred and eighty seven, and seven hundred and twenty nine pounds of Tobacco at twelve shillings and six pence pr Cent and the plaintiff agrees to stay execution until the first day of August next.

Test John Gurn Clk