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unto Henry Gaither and Ephraim Gaither in a plea that he render unto them forty two pounds nine shillings and seven pence Current money which to them he owes and from them he unjustly detains and so forth and whereupon the said Henry and Ephraim Gaither by J.H. Thomas their Attorney say that whereas on the twenty sixth day of January in the year one thousand seven hundred and ninety nine at the County aforesaid the said Samuel by his Certain bill obligatory promised and obliged himself eleven months after the date of the said Bill to pay unto the said Henry and Ephraim by the name and discription of Henry Gaither & Co their heirs or assigns the sum of forty two pounds nine shillings and seven pence for value received of them Nevertheless the said Samuel (although often requested) the said sum of Money to them the said Henry and Ephraim hath not rendered or paid but the same to them to render or pay hath altogether refused and still doth refuse to their damages in the sum of one hundred pounds Current Money and therefore they bring suit and so forth and bring here into Court the bill obligatory aforesaid sealed with the seal of the said Samuel which testifies the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid and so forth. J.H. Thomas for Plff Pledges John Doe & Richard Roe And thereupon the said Henry Gaither and Ephraim Gaither their Attorney aforesaid pray that the said Samuel Griffith to their declaration aforesaid may answer Whereupon it is ordered by the Court that the said Samuel Griffith answer to the declaration aforesaid of the said Henry Gaither and Ephraim Gaither by ten O'clock on the fifth day of the present term and it is said to the said Samuel Griffith that if he does not answer to the declaration aforesaid by the time aforesaid Judgment will be rendered against him by default the same time is given to the said Henry Gaither and Ephraim Gaither there to and now here at this time, to wit, ten O'clock on the fifth day of the present [illegible] comes the said Henry Gaither and Ephraim Gaither by their Attorney aforesaid and the said Samuel Griffith though so solemnly called, now here comes not nor says any thing in bar or preclusion of the action aforesaid of them the said Henry Gaither and Ephraim Gaither but therein doth make default, whereby the same Henry Gaither and Ephraim

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Gaither remains against the said Samuel Griffith therein undefended Therefore it is considered by the Court here that the said Henry Gaither and Ephraim Gaither recover against the said Samuel Griffith as well the sum of forty two pounds nine shilling and seven pence Current Money their debt aforesaid as the sum of nineteen pounds twelve shillings and seven pence three farthing Current Money for their damages assessed by the Court by reason of the detention of the said debt as also the sum of six dollars fifty three and one third Cents by the Court here to the said Henry Gaither and Ephraim Gaither on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended and the said Samuel Griffith in mercy &c Memorandum Judgment by default for £42.9.7 Current Money Debt and £19.12.7 3/4 Current Money damages assessed by the Court and Costs - Costs 6 dollars 53 3/4 Cents

Test Upton Beall Clk

Afterwards to wit, on the fourteenth day of June Anno Domini one thousand eight hundred and eight the said Samuel Griffith by his Attorney aforesaid produced the writ of the State of Maryland for the correcting of errors of and upon the Judgment aforesaid directed in the words and of the tenor following (to wit) Maryland &c The State of Maryland To the honourable the Judges of the third Judicial District Greeting Because in the record and process and also in the rendering of Judgment of a certain action brought by Henry Gaither and Ephraim Gaither use of Henry Gaither against Samuel Griffith for the sum of forty two pounds nine shillings and seven pence debt and nineteen pounds twelve shillings and seven pence three farthings Current money damages and Costs at a County Court held in and for Montgomery County before you our said Judges at November term 1807 manifest error hath happened to the great damage of the said Samuel Griffith as of his complaint we have received and we being willing that the errors if any there be should be duly corrected and full and speedy justice done to the said Samuel Griffith in this behalf Command you that Judgment be thereof rendered that then the record and process aforesaid with all things thereunto relating under your seal distinctly and openly you send and this writ so that the same