render or pay has hitherto refused and still refuses wherefore the said Joseph says he is the worse and has Damage to the value of two hundred pounds Current Money and therefore he brings suit and soforth and brings here into Court the Bill obligatory aforesaid sealed with the seal of the said Zadock which testifies the Debt aforesaid in form aforesaid the date whereof is the day and year aforesaid and soforth.

James Shaw for plaintiff pledges of prosecution. John Doe & Richard Roe

I promise to pay or cause to be paid unto Mr. Joseph Evans or order or to his heirs or assigns the full and just sum of fifty nine pounds twelve shillings and nine pences half penny Current Money with legal interest on the same for value of him received. As witness my hand and seal this fourteenth day of November Eighteen hundred and eight.

Test. Wm. Warfield Zadock Wells (Seal)

Copies of which said Declaration and Oyer were made and sent to the Sheriff of the County aforesaid with the said writ thereon endorsed. To be served on the Defendant with the writ or left at his place of abode eight days at least before Court for plea or judgment.

At which mentioned third Monday of April being the sixteenth day of the said month in the year of our Lord One thousand eight hundred and ten and the day of the return of the foregoing writ, comes into the County Court here the said Joseph Evans by James Shaw his Attorney aforesaid and the Sheriff of Anne Arundel County aforesaid, to wit John Ford Gentleman to whom the said foregoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit: "Rept Copy left March 26. 1810. Jno Ford Shff?"

And the said Zadock Wells being called appears in Court here by John Golder his Attorney: and thereupon on motion of the said Joseph Evans by his Attorney aforesaid it is ruled by the Court here that the said Zadock Wells give special bail in the plea aforesaid; Whereupon a certain Joshua C. Higgins of Anne Arundel County comes here into Court in his own proper person and with the consent of the said Joseph Evans by his said Attorney becomes pledge and bail for the said Zadock Wells that if it shall happen that the said Zadock Wells shall be convicted at the suit of the said Joseph Evans in the plea aforesaid, then the said Joshua C. Higgins consents that as well the Debt aforesaid as all such Damages costs and charges as shall be adjudged unto the said Joseph

(Evans)

Evans in this behalf shall be made of his body lands and chattels and levied to the use of the said Joseph Evans if it shall happen that the said Zadock Wells shall not pay the said Debt Damages costs and charges or render himself to the prison and custody of the Sheriff of the County aforesaid on that occasion: And thereupon on motion of the said Joseph Evans by his Attorney aforesaid it is ruled by the Court here that the said Zadock Wells answer to the Declaration aforesaid of the said Joseph Evans in the plea aforesaid or Judgment by the Court here will be entered against him in default thereof: And the said Zadock Wells by his Attorney aforesaid defends the force and injury when and soforth and prays leave of the Court here to imparle until the third Monday of September next and then to answer to the Declaration aforesaid of the said Joseph Evans in the plea aforesaid, and to him it is granted, the same day is given to the said Joseph Evans also.

At which said third Monday of September being the seventeenth day of the said month in the year of our Lord One thousand eight hundred and ten to which said day the said Zadock Wells has leave to imparle and then to answer to the Declaration aforesaid of the said Joseph Evans in the plea aforesaid, Comes again into the County Court here as well the said Joseph Evans by his attorney aforesaid as the said Zadock Wells by his attorney aforesaid; And the said Zadock Wells by his Attorney aforesaid as before defends the force and injury when and soforth and prays further leave of the Court here to imparle until the third Monday of April next and then to answer to the Declaration aforesaid of the said Joseph Evans in the plea aforesaid and to him it is granted, the same day is given to the said Joseph Evans also.

At which said third Monday of April being the fifteenth day of the said month in the year of our Lord One thousand eight hundred and eleven until which day the said Zadock Wells has further leave to imparle and then to answer to the Declaration of the said Joseph Evans in the plea aforesaid comes as well the said Joseph Evans as the said Zadock Wells by their attornies aforesaid: And the said Zadock Wells by his said Attorney aforesaid defends the force and injury when and soforth and saith that he cannot gainsay the action aforesaid of the said Joseph Evans so as aforesaid against him brought nor can he deny but that he owes unto the aforesaid Joseph Evans the aforesaid sum of fifty nine pounds twelve shillings and nine pences half penny Current Money in such manner and form as the aforesaid Joseph Evans above against him

(hath)