The Rendring the Judgment aft it is manifestly Erred —

First that Suit Against the Said Walter in the County Court aft is by Bill without Writ —

2dly The Imparlance to the Said Walter is to Next Court without Mentioning Any Day Certain —

3dly That after the Said Imparlance granted the Court gave Day to the Defendant to plead till the Munday before the Next Court. Also Did not give Any Day to the Said plaintiffe —

4th That Continuance of the Defendants plea is at the Defendants request to the Next Court

5ly That the Same is not to Any Day Certain —

6ly That the Judgment against the Said Walter for Cts and Damages is not at the requisition Nor Decree of this plea —

7th That Judgment is rendred against the Said Walter without any Joynder in Demurrer being filed or his being Solemnly Called And recording his Default thereof thereon —

For which Errors & Others in the Record & process aft being the Said Walter prays the Said Judgment be reversed Annulled & Allogether Held for Nous & that he to All things which thereby he hath lost may be restored. And that the Said Richard Pilghman to the Errors aft may rejoyne

Whereupon the Said Richard Pilghman Esqr by Thomas Bordley his Attorney Appears and Says that in the Record and process aft And Also in rendring the Judgment aft thereon it is Nothing Erred And prays that the Same Judgment may in All things be Affirmed &c And Thereupon as well the Said Walter Quinton Adm^r as aft by his Attorney aft & the Said Richd Pilghman by his Attorney aft pray that the Court here of the Said property will proceed as well to the Examination of the Record and process aft & of the matters above for Errors Assigned &c.

Whereupon for that the Justices here are not as yet Advised of their Judgment of and upon the premises aft Day is given to the Said parties to hear there of their Judgment Untill next Court for that the Said Justices are not as yet &c

At which Said Next Court to wit the Fourteenth Day of April Anno Dni 1719 Came again the Said parties plff and Defendant by their Attorneys aft But for that the Justices here are not as yet Advised of their Judgment of and upon the premises Day thereof is further given to the Said parties to hear there of their Judgment Untill next Court for that the Said Justices are not as yet &c

At which Said Next Court to wit the Eighth Day of September Anno Dni 1719 Came again the Said parties plff and Defendant by their Attorneys aft But for that the Justices here are not as yet &c Day there of is further given to the Said parties to hear there of their Judgment Untill next Court for that the Said Justices are not as yet &c —

At which Said Next Court to wit the Thirteenth Day of October Anno Dni 1719 Came again the Said parties plff and Defendant by their Attorneys aft But for that the Justices here are not as yet Advised of their Judgment of and upon the premises Day there of is further given to the Said parties to hear there of their Judgment Untill Next Court for that the Said Justices are not as yet &c —

At which Said Next Court to wit the twelfth Day of April Anno Dni 1720 Comes again as well the Said Walter Quinton Adm^r as aft by his Attorney aft & the Said Richard Pilghman Esqr by his Attorney aft — Whereupon for that it seems to the Court here that

In the Record and process aft And Also in the Rendring Judgment thereon It is no Nothing Erred —

It is therefore Considered by the Justices here the Day and Year last mentioned that the Judgment aft be in All things Affirmed And Stand in its full force and effect —

IB John Woodall Adm^r bon^s pl^ntes } Maryland ff
Ptt^o Thomas Garnett } Thomas Garnett of Kent County Planter was attached to Answer unto John Woodall Administrator of All and Singular the Goods Chattels Rights and Credits which were of Edward Plestoe late of the County Deced of a plea of Trespass upon the Cts —

And Whereupon the Same John Woodall by Thomas Bordley his Attorney Complains that — Whereas the aft Thomas Garnett the thirteenth Day of February Anno Dni One Thousand Seven hundred and Fourteen at Kent County aft was indebted to the Said Edward Plestoe in his life time in the Sume of Twenty Nine pounds fifteen shillings and Six pence Current Money for Divers goods wares and Merchandizes by the Said Thomas Garnett of the Said Edward Plestoe then & there before that Time bought had and received by the particular Account there of herewith into Court brought may Appear And being so there of indebted the aft Thomas Garnett afterwards to wit the said Thirteenth Day of February in the year of Our Lord God aft at Kent County aft in Consideration there of — upon himself Assumed And to the Same Edward Plestoe then & there faithfully promised that he the said Thomas Garnett the aft twenty Nine pounds fifteen shillings and Six pence to the S^d Edward Plestoe when afterwards he should be thereunto required would truely Content & pay — Nevertheless the aft Thomas Garnett his promise and Assumption aft not regarding but Minding and fraudulently intending the Same Edward Plestoe in his life Time And the said John Woodall after the Death of the said Edward Plestoe in this part Fraudily & Subtilly to Deceive and Defraud the aft twenty Nine pounds fifteen shillings and Six pence to the S^d Edward Plestoe in his life time or to the said John Woodall after the Death of the said Edward Plestoe (to whom Administration of All and Singular the Goods and Chattels Rights and Credits which were of the said Edward Plestoe at the time of his Death by — Anno Dni Seventeen hundred and On the day of — at the City of Annapolis in Anne Arundell County after the Death of the said Edward Plestoe was duly Committed) (which so to Do the Said Thomas Garnett the Sixth Day of June Anno Dni Seventeen hundred & Eighteen at Kent County aft And often Afterwards by the Said Edward Plestoe in his life time And by the Same John Woodall after the Death of the Said Edwd Plestoe On the Sixth Day of April Anno Dni Seventeen hundred and Nineteen at Kent County aft hath been required) hath not paid nor Any wise Contented but the Same to the Said Edward Plestoe in his life time or to the Said John Woodall after the Death of the Said Edward Plestoe to pay or Any way to Content Allogether refused. And the Same to the Said John Woodall still doth refuse to — the Damage of the Said John Woodall Eighty Nine pounds Eleven shillings And thereof he brings the Suit &c And he brings here into Court the letters of Administration of the aft which Commission of the Administration aft in form aft to his is whose Date is the Day and Year Aforesaid &c

pledges &c John Doe & Richd Roe —