Poole by Wm Cumming his Attorney And the Sheriff of Ann Arundell County to whom the afore-going Writ was directed likewise Comes & makes return thereof to the Court here thus Indorsed (Vizt) Copi

James Howard Sheriffe —

Whereupon the said Thomas Parks being Called appears And thereupon at the Prayer of the Pltff is adjudged to give Special Bayl to the Action afd but for want thereof the said Thomas Parks is Committed into the Custody of the Sheriff of Ann Arundell County there to remain untill &c the said Sheriff being present by Wm Ffams his Deputy took Charge of him accordingly —

And the said Samuel Poole by his Attorney afd declared against the said Thomas Parks in the Plea afd as follows (Vizt) Maryland ss:

Thomas Parks late of Ann Arundell County Planter otherwise Called Thomas Parks of Ballimore County Planter alias Thos Parks of Ballimore County — Shoemaker was Summoned to answer unto Samuel Poole of a Plea that he render unto him Eighty three Pounds Eighteen Shillings & four pence Sterling which to him he oweth & unjustly detains &c —

And whereupon the same Samuel Poole by William Cumming his Attorney — Saith that whereas the afd Thomas Parks the Eighteenth Day of October Anno Dom Seventeen hundred and twenty five at Baltimore County afd by his Certain Writing Obligatory did acknowledge himself to be held & firmly bound unto the afd Samuel Poole in the afd Eighty three Pounds Eighteen Shillings & four pence Sterling to be paid unto the said Samuel Poole when afterwards he should be thereunto required Nevertheless the afd Thomas Parks altho often required the afd Eighty three Pounds Eighteen Shillings & four pence to the same Samd Poole hath not paid but the same to him to pay hath altogether refused & still doth refuse Whereupon he saith he is the worse & has loss to the value of One hundred & Sixty Pounds Sterling Money afd & thereof he brings the Suit &c And he brings into Court the Writing afd which the Debt afd in form afd doth testifie whose Date is the Day & Year above Written &c —

Pl &c Jno Doe & Richd Roe —

And the afd Thomas Parks in Custody as afd in his proper Person Comes & Defends the force & Injury when &c And prays a hearing of the Writing Obligatory afd &c it is read unto him He also prays a hearing of the Condition of the same Writing & it is read unto him in these Words following (Vizt)

The Condition of this Obligation is such that if the above bounden Thomas Parks his heirs Exors or Admrs shall ship or put on board any Ship which the above named Samuel Poole shall name or appoint belonging to Mr Wm Hunt Mercht in London Two Hogs of good Tobo yearly & every year and shall order the sd Tobo so as to be for the payment of a Debt Due to sd Poole according to Agreement now made by sd Parks & sd Poole that is to say the sd Thomas Parks binds himself his Heirs Exors and Admrs to pay to sd Samuel Poole his Heirs Exors Admrs or Assigues the full and Just Sum of Forty one Pounds Nineteen Shillings & two pence Sterling with Lawfull Interest for the same at or before the 22d Day of April which shall be in the Year of our Lord One thousand Seven hundred & twenty Eight which if well & truly performed according to the true intent and Meaning of these Presents then this Obligation to Void & of none Effect otherwise to be & remain in full force & Virtue —

Signd Seald & Delivd in the Presence of us

Robt Poole
Willm Bearce

his
Thos Ⅎ Parks (Seal)
mark

which being read & heard the said Thomas Parks in Custody as afd in his proper Person prays leave to imparle hereunto untill next Court And he hath it And the same Day is given to the Pltff also —

At which said next Court to wit the 20th Day of May Anno Dom 1729 Comes again as well (well)

as well the said Samuel Poole by his Attorney afd as the said Thomas Parks in Custody as afd in his proper Person And the said Thomas Parks in Custody as afd in his proper Person prays further leave to imparle hereunto untill next Court And he hath it And the same Day is given to the Pltff also —

At which said next Court to wit the 21st Day of October Anno Dom 1729 Comes again as well the said Samuel Poole by his Attorney afd as the said Thomas Parks in Custody as afd & in his proper Person Whereupon the said Samuel Poole by his said Attorney prays that the said Thomas Parks in Custody as afd to his Declaration in this Plea afd may answer but the said Thos Parks in Custody as afd at his solemnly Called Comes not but makes Default whereby the said Pltff remains against the said Deft without further Delaine in the Plea afd —

Therefore it is Considered by the Justices here the 21st Day of October Anno Dom 1729 afd that the said Samuel Poole recover against the said Thomas Parks in Custody as afd as well the Sum of Eighty three Pounds Eighteen Shillings & four pence Sterling his Debt afd as the Sum of

Pounds of Tobacco by the Court here adjudged unto him for his Costs and Damages sustained by Occasion of Detaining of the same Debt And the said Deft in Mercy &c

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Pl Eleanor Addison Exx Thomas Addison Esqr } Ballimore County ss:
vs
Pl Edward Hall — — — — — } Edward Hall of Ballimore County Gent otherwise Called Edward Hall of Ballimore County

Gent was Summoned to answer unto Eleanor Addison Widdow Exx of the last Will & Testament of Thomas Addison Esqr Decd of a Plea that he render unto her the Sum of One hundred fifty Six Pounds Seventeen Shillings Money which from her he unjustly Detains &c

And whereupon the said Eleanor by Edmund Jennings her Attorney Saith that whereas the said Edward on the third Day of November in the Year of our Lord Seventeen hundred & twenty Six in Baltimore County afd in the life time of the said Thomas by his Certain Writing Obligatory Sealed with his Seal there in Court produced whose Date is the Day & Year afd acknowledged himself to be held & firmly bound unto the said Thomas in his life time in the said Sum of One hundred fifty Six Seventeen Shillings Money to be paid to the said Thomas in his life time his heirs Exors Admrs or Assigues when he the said Edward should be thereunto requested Nevertheless the afd Edward the said Sum of One hundred fifty Six Pounds Seventeen Shillings or any Part thereof to the said Thomas in his life time nor to the said Eleanor after the Death of the said Thomas (altho often requested) in the life time of the said Thomas Vizt in Baltimore County on the Eleventh Day of August in the Year Seventeen hundred & twenty Seven & often afterwards after the Death of the said Thomas) hath not rendered or paid But the same to the said Thomas in his life time & to the said Eleanor after the Death of the said Thomas to render hath refused And yet to the said Eleanor to pay & render refuses to the Damage of the said Eleanor One hundred Pounds And therefore she brings Suit &c And the said Eleanor brings here into Court the Writing Obligatory afd whose Date is the Day & Year afd & which testifies the Debt in form afd & the said Eleanor also brings into Court the Letters Testamentary afd which testifyes her to be the Executrix of the last Will & Testament of the afd Thomas And that Letters Testamentary of the said Last Will & Testament were granted to the said Eleanor —

Thos Doe & Rich Roe Pl &c —

And the said Edward by Joshua George his Attorney Comes & defends the force & Injury when &c And prays a hearing of the Writing Obligatory afd which is read unto him he also prays a hearing of the Condition of the Writing Obligatory afd which is also read unto him in these words following (Vizt) The Condition of the above Obligation is (such)