Content & pay And the said Turner & Elizabeth in fact Say that the lawfull Costs Damages & interest of them the said Turner & Elizabeth by the aforesaid Occasion of the Nonacceptance & non payment of the Contents of the aforesaid first Bill of Exchange as aforesaid amounts unto the Sum of four Pounds Sterling whereof the aforesaid Joseph on the first Day of July Seventeen hundred & Thirty four at the County & within the Jurisdiction aforesaid had Notice Nevertheless the aforesaid Joseph his Promise & Assumption aforesaid in form aforesaid made not regarding but minding & fraudulently intending her the said Elizabeth while Sole & the said Turner & Elizabeth since the Espousalls between them had & Celebrated in this part Craftilly Cunningly to deceive & defraud the aforesaid Twenty pounds Sterling together with all Costs Damages & interest as aforesaid which in the whole amounts to the Sum of Twenty four pounds Sterling or any part thereof to the same Elizabeth while Sole or the said Turner & Elizabeth Since their Espousalls as aforesaid all this he hath been by the said Elizabeth while Sole to wit the Twenty Seventh Day of March in the Year Seventeen hundred & thirty four at the County & within the Jurisdiction aforesaid & by the said Turner & Elizabeth Since their Espousalls as aforesaid to wit the Eighth Day of July in the Year Seventeen hundred & thirty five at the County & within the Jurisdiction aforesaid & often afterwards thereunto required hath not paid nor them or either of them for the same hitherto in any wise Contented but the same to the same Elizabeth while Sole & the said Turner & Elizabeth since their Espousalls as aforesaid hitherto to pay hath altogether refused & the same to the said Turner & Elizabeth to pay still doth refuse to the Damage of the said Turner & Elizabeth forty Eight pounds Sterling And thereof they bring their Suit &c.

Pledges &c John Doe & Richard Roe.

And thereupon this Day to wit the fourth Tuesday in March aforesaid in the Twenty first Year of his Lordship the Lord Propry Dominion &c Lingan Wilson and James Wilson of the County aforesaid Joint in their proper persons in Court here became Pledges & Mainpriors for the said Joseph Wilson that if it shall happen the said Joseph Wilson in the plea aforesaid shall be Convict then the said Lingan Wilson & James Wilson yeilded & Granted that as well all Damages as Costs which to the aforesaid Turner Wootton & Elizabeth his Wife in this part shall be adjudged shall be made & levyed of their Goods & Chattles Lands & Tenements in Case the said Joseph Wilson the Damages & Costs aforesaid to the said Turner Wootton & Elizabeth his Wife do not pay or his body into Custody of the Sheriff by Occasion not render.

And the said Joseph Wilson by William Cumming his Attorney Comes & Defends the force & Injury when &c & Prays Licence thereof to imparle here untill the next County Court to be held at Upper Marlborough Town in said County on the fourth Tuesday in June next & he has it & the same Day is given to the said Turner Wootton & Elizabeth his Wife here &c. At which Day to wit the fourth Tuesday in June aforesaid Came here at the Town aforesaid before the Justices of the Court here as well the said Joseph Wilson as the said Turner Wootton & Elizabeth his Wife by their Attorneys aforesaid And the said Joseph Wilson by his Attorney aforesaid Prays further Licence thereof to imparle here untill the next County Court to be held at Upper Marlborough Town aforesaid in said County on the fourth Tuesday in August next & he has it & the same Day is given

to the said Turner Wootton & Elizabeth his Wife here &c. At which Day to wit the fourth Tuesday in August aforesaid Come here at the Town aforesaid before the Justices of the Court here as well the said Joseph Wilson as the said Turner Wootton & Elizabeth his Wife by their Attorneys aforesaid And the said Joseph Wilson by his Attorney aforesaid Prays further Licence thereof to imparle here untill the next County Court to be held at Upper Marlborough Town aforesaid in said County on the fourth Tuesday of November next & he has it And the same Day is given the said Turner Wootton & Elizabeth his Wife here &c At which Day to wit the fourth Tuesday in November aforesaid Come here at the Town aforesaid before the Justices of the Court here as well the said Joseph Wilson as the said Turner Wootton & Elizabeth his Wife by their Attorneys aforesaid And the said Turner Wootton & Elizabeth his Wife by their Attorney aforesaid Pray that the said Joseph Wilson to their Declaration above against him may answer And the said Joseph Wilson by his Attorney aforesaid as before Comes & defends the force & Injury when & Says that the said Turner Wootton & Elizabeth his Wife their Action aforesaid him to have & maintain ought not because he Says that the same Joseph Wilson at the time of making & Drawing the bills of Exchange in the Declaration aforesaid above mentioned was within the age of Twenty one Years & this he is ready to verify & Wherefore he prays Judgment if the said Turner Wootton & Elizabeth his Wife their Action aforesaid against him to have or maintain ought

And the said Turner Wootton & Elizabeth his Wife say that they by any thing preallleged from having & maintaining their Action aforesaid against the said Joseph Wilson ought not to be precluded because by Protestation they say the said Joseph Wilson by the last Will & Testament of his father was left of Age to at the Age of Eighteen

& for plea they say that the said Bill of Exchange in the Declaration mentioned was drawn by the said Joseph after he Came to the Age of Eighteen Years for a horse by the said Elizabeth before her Espousalls with the said Turner to the said Joseph sold & delivered at Prince Georges County aforesaid which said Horse was necessary & Convenient for the said Joseph & Suitable to his Degree & this they are ready to verify & Wherefore they pray Judgment & their Damages aforesaid by Occasion of the premises to them to be adjudged.

And the said Joseph says that the aforesaid Horse in the replication mentioned not to be sold & delivered to the said Joseph Wilson was not necessary & Convenient for him the said Joseph Wilson nor Suitable to his Degree in manner & form as the said Turner Wootton & Elizabeth his Wife above in pleading by replication have alledged And of this he puts himself upon the Country. And the said Turner Wootton & Elizabeth his Wife likewise.

And afterwards to wit the fourth Tuesday in November aforesaid the said Joseph Wilson by Emma Jennings his Attorney produces to the Court here the following Writ of Habeas Corpus (Tist) Maryland ss. Charles Absolute Lord & Propry of the Provinces of Maryland & Avalon Lord Baron of Baltimore &c to the Justices & Sheriff of Prince Georges County greeting Whereas a Certain Joseph Wilson is detained in the Prison of our said County under the Custody of you our said Sheriff at the Suit of a Certain Turner Wootton & Elizabeth his Wife in a plea of Trespass upon the Case which said plea as it is said Still depends before you our