And the said Elijah Shillington being called upon appears (at the Bar of the Court) and is instantly Demanded whether he is Guilty of the Several Felonies whereof he Stands Severally Indicted or not Guilty says that he of the Several Felonies aft. is in no wise Guilty and for tryall thereof puts himself upon God and the Country and Henry Darnall Esq. his said Lordships Attorney General who &c. Says that he is Guilty of the Several Felonies aft. and prays that it may be enquired of by the Country also. Whereupon for Trying the Issues aft. Command is given to the Sheriff of Annarundel County that he immediatly cause to come here twelve good and Lawfull men of his Bailywick by whom &c. who neither &c. to recognoze &c. because as well &c. of which said precept the said Sheriff to witt Samuel Smith Esq. makes return that he has here ready twelve &c. as by his said precept he was Commanded to witt, John Ramsay, John Bordley, James Chaplain, Ezekiel Gillis, Baptist Barber, John Spencer, Charles Hynson, junr. Walter Dallas, James Veasey, John Woolford, Isaac Williams, and Saul Townsend who being Duely Elected Tryed and Sworn to Say the truth in the premisses upon their Oaths do say that the said Elijah Shillington is not Guilty of the Several Felonies whereof he Stands Indicted and that he did not fly for it

Therefore it is considered by the Justices here that the said Elijah Shillington of the Several Indictments and premisses aft. be altogether acquit and that he go thereof without Day &c. Whereupon he is Discharged paying fees

Test R Burdus Clk

W. John Wamsley
vs
D.D. Joshua Cross

Command was given to the Sheriff of Annarl. County that he should take Joshua Cross late of Annarundel County Planter otherwise called Joshua Cross late of Annarundel County in the province of Mayland Planter if he should be found in his Bailywick & him Safe keep so that he might have his Body before the Justices of his Lordships Provincial Court to be held at Annapolis the Second Tuesday of April then next to answer unto John

(Wamsley)

Wamsley the full and just Sum of four hundred Pounds Current money which to him he oweth and unjustly Detain &c. and that thereof he the said Sheriff should not fail &c.

And the said John Wamsley by Wm. Cumming his attorney Declared against the said Joshua Cross in the Plea aft. as follow (Viz.)

Maryland fs. Joshua Cross late of Annarundel County Planter otherwise called Joshua Cross of Annarundel County in the Province of Maryland Planter was summoned to answer unto John Wamsley of a Plea that he render unto him the full and just Sum of four hundred Pounds Current money which to him he oweth & unjustly Detains &c.

And Whereupon the Same John Wamsley by Wm. Cumming his attorney says that whereas the aft. Joshua Cross on the twenty ninth Day of September Anno Domini Seventeen hundred and thirty Eight at the County aft. by his certain Writeing Obligatory did acknowledge himself to be Indebted unto the said John Wamsley in the aft. Sum of four hundred Pounds Current money aft. to be paid to the said John Wamsley when attorwards he Should be thereunto required Nevertheless the aft. Joshua Cross altho often required the aft. Sum of four hundred Pounds Current money aft. the said John Wamsley hath not paid but the Same to him to pay hath altogether refused and Still Doth refuse to the Damage of the said John Wamsley four hundred and two Pounds Current money aft. and thereof Suit is brought and be bringes here into Court the writeing aft. which the Debt aft. in form aft. doth testify whose Date is the Day and year aft.

Pledges &c. John Doe & Richard Roe

And the aft. Joshua Cross by his attorney Comes and Defends the force and Injury when &c. and prays a hearing of the writeing Obligatory aft. and it is read unto him and he also prays a hearing of the Condition of the Same Writeing and it's read unto him in these Words fs.

The Condition of the above Obligation is Such that if the above bound Joshua Cross his heirs Exrs. or Admrs. Shall well & truly performe all & Singular the Covenants on his part mentioned in a Deed of Lease granted to the said Wamsley being Dated the 25th of March 1738 and allow the said Wamsley for all repairs and Buildings that

(Shall)