Contents thereof and Protest as afs.d to him the said Charles when afterwards he should be thereunto required would well and truly Content and Pay And the afs.d Charles in fact saith that the Lawfull Cost Damage and Interest by him suffered and Sustained by Reason of the Nonpayment of the said Bill of Exchange or the Contents thereof & Protest as afs.d amount unto the Sum of forty five Pounds Sterling Money afs.d whereof the said John Hamilton afterwards to wit on the Day and Year last afs.d at the County afs.d had Notice Nevertheless the afs.d John Hamilton his Promise and Assumption afs.d so as afs.d made not regarding but minding and fraudulently intending him the said Charles in this behalf Craftily and Subtilly to deceive and defraud the afs.d Sum of Three Hundred Pounds Sterling together with the Cost Damage and Interest amounting as afs.d unto the Sum of forty five Pounds Sterling afs.d (which two last aforementioned Sums amount in the whole unto the Sum of Three hundred and forty five Pounds Sterling Money afs.d) or any part thereof to him the said Charles hath not Contented or Paid (although so to do the afs.d John Hamilton afterwards to wit on the Day and Year last afs.d and often afterwards at the County afs.d was by the said Charles requested) but the same or any part thereof to Content or Pay he hath hitherto Refused and still doth Refuse to the Damage of him the said Charles in the Sum of Five hundred Pounds Sterling Money afs.d and therefore he brings Suit &c.

Pledges &c. { John Doe and Rich.d Roe

A Copy of which aforegoing Declaration was made and sent with the Writ in the Plea afs.d

At which said third Tuesday of October to wit the 17th Day of the same Month Anno Dom.i 1749 being the Day of the return of the aforegoing Writ come the said Charles Willing by Stephen Bordley his Attorney and the Sheriff of Cecil County to whom the same Writ was Directed likewise comes and makes return thereof to the Court here thus Endorsed Viz.t Do.m Deliv.d Aug.t 20th 1749

Cepi Corpus Mich. Earle Shff

And the afs.d John Hamilton in his Proper Person comes and Defends the force and Injury when &c. and Prays that the said Charles Willing may be Adjudged to give Security for Cost in Case he shall happen to be Nonsuited in the Plea afs.d Thereupon a certain Samuel Galloway of Ann Arundel County Gent Present here in Court in his proper Person becomes Security for the Payment thereof

And the afs.d John Hamilton in his proper Person comes and saith that he cannot Deny the Action afs.d of the afs.d Charles Willing so as afs.d against him brought nor but that he owes to the afs.d Charles Willing the afs.d Sum of Three Hundred and forty Pounds four Shillings and three Pence Sterling in manner and form as the afs.d Charles Willing above against him hath Complained

Therefore it is Considered by the Justices here that the said Charles Willing Recover against the said John Hamilton as well the Sum of Three hundred and forty five Pounds four Shillings and three Pence Sterling his Damages afs.d as also the Sum of 620 lb Pounds of Tobacco by the Court here unto him on his Absent Adjudged as well for his Damages Sustained by Occasion of the Detention of that Debt as for his

(Costs)

Costs and Charges by him about his Suit in this Behalf laid out and Expended And the said Defendant in Mercy &c.

Mem.d The Plaintiff agrees to stay Execution of the afs.d Judgment Eight Months

Test R Burdus Clk

Ed.d Hugh Parker } Frederick County Ss. Van Sweaningen late of Frederick County Planter
Dd.j Van Sweaningen } otherwise called Van Sweaninger of Prince Georges County was Summoned to Answer unto Hugh Parker in a Plea that he render unto him the Sum of One Hundred and Eighty Pounds Current Money of Maryland which to him he owes and unjustly Detains &c.

And Whereupon the said Hugh by Edward Dorsey his Attorney saith that Whereas the afs.d Van on the twenty fourth day of June in the Year of our Lord seventeen hundred and forty six at Frederick County afs.d by his certain Writing Obligatory with the Seal of him the said Van Sealed acknowledged him self to be held and firmly Bound unto the afs.d Hugh in the afs.d One Hundred and Eighty Pounds Current Money to be paid to the same Hugh when afterwards he should be required Nevertheless the said Van although often required the afs.d Sum of Money hath not yet Paid but that to him to Pay hath Refused and still doth Refuse therefore he saith he is worse and hath Damage to the Value of Two Hundred Pounds Current Money afs.d And thereupon he brings Suit &c. and brings here into Court the Writing Obligatory afs.d which proves the Debt afs.d in form afs.d the Date of which is the Day and Year afs.d

Pledges &c. { John Doe and Richard Roe

And the said Van by Daniel Dulany Jun.r his Attorney comes and Defends the force and Injury when &c. and Prays an hearing of the Writing Obligatory afs.d and it is Read to him &c. he likewise Prays an hearing of the Condition of the same Writing and it is read to him in these words to wit The Condition of the above Obligation is such that if the above bound Van Sweaningen do and shall well and truly Pay or cause to be paid unto the said Hugh Parker his certain Attorney Executors Administrators or Assigns the just and full Sum of Ninety Pounds Current Money of Maryland at or upon the first Day of June next Ensuing the Date hereof then the above Obligation to be Void else to remain in full force and Virtue in Law But if Default be made in the Payment of the said Sum of Ninety Pounds Curr.t Money as afs.d Then I impower any Attorney in any Court of Record in the Realms of Great Britain France or Ireland or within the Province of Maryland or other his Majestys Dominions to appear for me at the Suit of the above named Hugh Parker his Ex.rs or Adm.rs and to receive a Declaration on the above Obligation and thereupon to Confess Judgment by Nil dicit Cognovit Actionem non sum informatus or otherwise hereby Releasing all the Errors that may happen upon the said Judgment sueing out Execution thereupon or in any of the Proceedings thereunto Relating

(Which)