hold at Annapolis the Second Tuesday of September then next to Answer unto Peris Chapman of a Plea that he render unto him the Sum of Two hundred & forty Pounds Current Money of Maryland which to him he oweth and unjustly detaineth, And that thereof he the said Sheriff should not fail &c.

And the said Peris Chapman by Charles Goldsborough his Attorney Declares against the afsd Samuel Mafsey in the Plea aforesaid as follows Viz.

Kent County fs. Samuel Mafsey late of Kent County in the Province of Maryland Hatter otherwise called Samuel Mafsey Hatter of Chester Town in Kent County in the Province afsd was Summoned to Answer unto Peris Chapman of a Plea that he render unto him the Sum of Two hundred and forty Pounds Current Money of Maryland which to him he oweth and unjustly detaineth And Whereupon the same Peris by Charles Goldsborough his Attorney saith that the afsd Samuel the twenty third Day of August Anno Dom. Seventeen hundred and forty four at Kent County afsd by his certain Writing Obligatory had Granted himself to be held and firmly Bound unto the afsd Peris in the Sum of Two hundred and forty Pounds Current Money to be paid to the said Peris when thereof afterwards he should be required Yet the said Samuel altho' often required the afsd Sum of Money to the said Peris hath not paid but that to him to pay hath refused and still doth refuse to the Damage of the said Peris two hundred Pounds Current Money and therefore he brings Suit and brings into Court the Writing Obligatory afsd which the Debt afsd in form afsd doth Testify the date whereof is the day and Year aforesaid

Pledges &c. John Doe & Rich. Roe

A Copy of which aforegoing Declaration was made and sent with the Writ in the Plea aforesaid

At which said Second Tuesday of September to wit the 11th day of the same Month Anno Dom 1750. being the Day of the return of the aforegoing Writ comes the said Peris Chapman by his Attorney afsd and the Sheriff of Kent County to whom the same Writ was directed likewise comes and makes return thereof to the Court here thus Endorsed Viz.

Cepi Corpus &c. Jacob Jones Shff. Kt. County

And the said Samuel Mafsey being called upon appears Thereupon at the Prayer of the Plaintiff by his Attorney afsd the afsd Samuel Mafsey is Adjudged to give special Bail to the Action afsd Thereupon the said Defendant files in Court here the following Bail Piece Viz.

Peris Chapman Plaintiff against Samuel Mafsey Defendant

You Thomas Ringgold and George Garnett and each of you do undertake for the said Samuel Mafsey Defendant in the Sum of Two hundred and twenty Pounds Current Money to be Levyed on your and either of your Lands and Tenements Goods and Chattels to the Use of the said Peris Chapman the Plaintiff upon Condition that if the said Peris Chapman shall Obtain Judgment in an Action of Debt depending in the Provincial Court against the said Samuel Mafsey the Defendant that then the said Samuel Mafsey shall pay the Condemnation of the Court thereupon or deliver himself to the Custody of the Sheriff of Kent County in Satisfaction thereof or you or one of you will do it for him They Acknowledge themselves to be Content therewith this 13th day of September Anno Dom. 1750. before me Presiding Justice of Kent County Court

To the Honourable the Justices of the Provincial Court

L Hands

(and)

And the afsd Samuel Mafsey by Thomas Ringgold his Attorney comes and defends the Force and Injury when &c. and prays a hearing of the Writing afsd and to him it is read as followeth to wit Maryland fs.

Know all Men by these Presents that We Samuel Mafsey Hatter John Howard Merchant both of Chester Town in Kent County in the Province afsd are held and firmly Bound unto Peris Chapman of Worcester County in the Province afsd Blacksmith in the full and just Sum of Two hundred and forty Pounds Current Money of Maryland to be paid to the same Peris Chapman his certain Attorney Exec. Adm.s or Assigns To the which Payment well and truly to be made and done We Bind ourselves and every of Us our and every of our Heirs Exec.s and Adm.s Jointly and severally in and for the whole firmly by these Presents Sealed with our Seals and Dated this 23. day of August Anno Dom. 1744.

He also prays a hearing of the Condition to the said Writing Annexed and to him it is read in those Words and figures following, The Condition of the above Obligation is such That if the above Bounden Samuel Mafsey and John Howard or either of them their or either of their Heirs Exec.s or Adm.s shall and do well and truly pay or cause to be paid unto the above named Peris Chipman his certain Attorney Exec.s Adm.s or Assigns the full and just Sum of One hundred and twenty Pounds Current Money of Maryland at Chester Town afsd on the twenty third day of August next ensuing with Lawfull Interest thereon from the day of the date hereof then the above Obligation to be void and of no Effect otherwise to stand and remain in full free Power and Virtue in Law

Which being read and heard the said Samuel Mafsey by his said Attorney prays leave to Imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiff also

At which said next Court to wit the 9th day of April Anno Dom. 1751 Comes again the said parties Plaintiff and Defendant by their Attorneys afsd and the said Defendant by his said Attorney prays further leave to Imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiff also

At which said next Court to wit the 18th day of September Anno Dom. 1751. Comes again as well the said Peris Chapman by his Attorney afsd as the afsd Samuel Mafsey by his Attorney afsd and the said Samuel Mafsey by his said Attorney as before defends the Force and Injury when &c. and saith that before the Impetration of the Writ of the afsd Joseph in the Plea afsd to wit the Twenty second day of March in the Year of our Lord Seventeen hundred and forty five at Kent County afsd the afsd Samuel Mafsey and John Howard did pay to the afsd Peris Chipman the Sum of forty one Pounds Current Money of Maryland in part of the Principal and Interest due on the same Writing whereupon he prays Judgment if the afsd Peris his Action afsd. thereof against him the said Samuel for more than one hundred and twelve Pounds fifteen Shillings and four pence farthing the residue of the Principal and Interest remaining due on the said Writing to have and maintain ought &c.

And the afsd Samuel with the leave of the Court according to the form of the Statute in such Case lately made and provided first had and Obtained further saith that he with the Debt afsd by virtue of the Writing afsd to be Charged ought not because he saith that that Writing is not his Deed and of this he puts himself upon the Country And the Plaintiff in like manner

Nevertheless the afsd Samuel Mafsey by his Attorney afsd relinquishing the Averment above by him Pretended saith that he cannot deny the Action afsd of the afsd Peris Chapman so as afsd against him brought nor but that the Writing afsd is the Deed of him the said Samuel Mafsey nor but that he owes to the same Peris Chapman the

(afsd)