Attorney and the Sheriff of Kent County to whom the same Writ was directed likewise comes & makes return thereof to the Court here Endorsed viz: Cepi Corpus Dec.d & in time of Williamson Shff. Nt. 6:34

And the said Patrick Martin being called upon appears and thereupon at the prayer of the Plaintiff by his Attorney aforesaid he is Adjudged to give Special Bail to the Action aforesaid Whereupon he files in Court here the following Bail Viz: viz: March 21st 1753

Alexander Ray } You Patrick Martin, William Rasin and Edward Dougan and either of you do
vs. } undertake for the said Patrick Martin Defendant in the Sum of Eight Hundred & thirty four Pounds fourteen Shillings Current Lawfull Money of Pennsylvania of the Value of Eight Hundred and thirty four Pounds fourteen Shillings Current Lawfull Money of Maryland to be Levied on your and either of your Lands and Tenements Goods and Chattels to the use of the said Alexander Ray the Plaintiff upon Condition that if the said Alexander Ray do obtain Judgment in an Action of Debt depending in the Provincial Court against the said Patrick Martin Defendant that then the said Patrick Martin 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 Bound therewith this twenty first Day of March One Thousand seven hundred and fifty three

To the Honourable the Justices of the Provincial Court. P. Hands

And the said Patrick Martin by Stephen Bordley his Attorney prays that the said Alexander Ray may give Security for Cost in case it shall happen that he shall be Nonsuited in the Plea aforesaid Thereupon a certain James Tilghman of Talbot County Esquire becomes Security for the Payment thereof And the said Patrick Martin by his said Attorney comes and defends the force and injury when and so forth And prays a hearing of the Writing Obligatory aforesaid and he hath it he also prays a hearing of the Condition of the same Writing Obligatory and he hath it which being read and heard he prays leave to imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also

At which said next Court to wit the 11th Day of September Anno Dom: 1753 comes again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it & the same Day is given to the Plaintiff also. At which said next Court to wit the 21st Day of May Anno Dom: 1754 come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it & the same Day is given to the Plaintiff also

At which said next Court to wit the 15th Day of October Anno Dom: 1754 come again as well the said Alexander Ray by his Attorney aforesaid as the said Patrick Martin by his Attorney aforesaid And the said Patrick Martin by his said Attorney as before Defends the force and injury when & wherefore and says that the Declaration aforesaid and the matter therein contained are not sufficient in Law for him the said Alexander against him the said Patrick his Action aforesaid to have and maintain and that the aforesaid Patrick to the Declaration aforesaid in manner and form aforesaid made is not by the Law of the Land bound to Answer and this he is ready to Verify whereof for want of a sufficient Declaration in this behalf the aforesaid Patrick prays Judgment and that the aforesaid Alexander from having his Action aforesaid against him may be precluded and so forth

And the said Patrick Martin by his Attorney aforesaid Relinquishing the Averment aforesaid above by him pretended says that he cannot Deny the Action aforesaid of the aforesaid Alexander Ray as aforesaid against him brought nor but that the Writing Obligatory aforesaid may be the Deed of him the said Patrick Martin nor but that he Owes to the said Alexander Ray the Sum of Eight hundred and thirty four Pounds fourteen Shillings Current Money of Pennsylvania of the Value of Eight hundred and thirty four Pounds fourteen Shillings Current Lawfull Money of Maryland in manner & form as the aforesaid Alexander Ray above against him hath Declared Therefore it is Considered by the Justices here That the said Alexander Ray Recover against the said Patrick Martin as well the Sum of Eight Hundred and thirty four Pounds fourteen Shillings Current Lawfull Money of Pennsylvania of the Value of Eight hundred and thirty four Pounds fourteen Shillings Current Lawfull Money of Maryland his Debt aforesaid as also the Sum of

633 ℔/6 Pounds of Tobacco by the Court here unto him adjudged as well for his Damages sustained by means of the detaining that Debt as for his Cost and Charges by him about his Suit in that behalf said out and Expended and the said Defendant in Mercy and so forth Mem.d The Plaintiff Release the Penalty on payment of Principal Interest & Cost either in Maryland or Pennsylvania Currency

Test B. Murdock Clk

6 D. 22 Marcus Ehehl } Command was given to the Sheriff of Kent County that he should take Edward Scott of Kent
vs. } County Merchant if he should be found in his Bailywick and him safe keep
Edward Scott } so that he might have his Body before the Justices of this Lordships Provincial Court to be held at Annapolis the Second Tuesday of April then next to Answer unto Marcus Ehehl of a plea of Trespass upon the Case &c. and that thereof he the said Sheriff should not fail &c.

And the said Marcus Ehehl by Daniel Dulany his Attorney Complained against the aforesaid Edward Scott in the Plea of Trespass as follows viz: Maryland ss. Edward Scott late of Kent County Merchant was attached to Answer unto Marcus Ehehl of a Plea of Trespass upon the Case &c. And Whereupon the said Marcus Ehehl by Daniel Dulany Jun.r his Attorney Complains that Whereas the aforesaid Edward Scott being a Person trading merchandizing and using Commerce within this Province to wit at Kent County aforesaid did on the nineteenth Day of February in the Year of our Lord seventeen hundred and fifty in the County aforesaid according to the usage and Custom of Merchants in Great Britain and this Province time out of mind used and approved make and with his proper Hand subscribe his certain third Bill of Exchange in Writing bearing date the Day and Year aforesaid and the same Bill directed to a certain William Anderson Merchant in London in Great Britain aforesaid and by the said Bill the said Edward Scott requested the said William at Forty Days sight of that his first Bill of Exchange the Second and third of the same Tenor and Date not paid to pay unto the said Marcus by the Name of Marcus Ehehl or order the Sum of Eighty Pounds Sterling Value received and to place the same to the Account of him the said Edward Scott which said Bill so aforesaid made subscribed and directed was by the order and for the use of him the said Marcus Ehehl after the making thereof to wit on the Second Day of July seventeen hundred and fifty one at London aforesaid Exhibited and shewn unto the said William Anderson and the said Wm. Anderson was then and there by the order aforesaid according to the usage and Custom of Merchants aforesaid requested to pay the said Bill to the order and for the use of him the said Marcus Ehehl But the said William Anderson then and there refused and always hitherto hath refused to pay the said Bill or the Contents or any part thereof to the order and for the use aforesaid By reason whereof the said Bill of Exchange afterwards to wit on the Day and Year last aforesaid at London aforesaid according to the usage and Custom of Merchants aforesaid (the said William Anderson having before that time had forty Days sight thereof to wit from the twentieth Day of May then last past at London aforesaid and the Second and Third of the said Bill being unpaid) was protested whereof the aforesaid Edward afterwards to wit on the tenth Day of November seventeen hundred and fifty two at Kent County aforesaid had notice By reason of which Premises the said Edward according to the usage and custom of Merchants aforesaid in that behalf time out of mind used and approved became liable for and chargeable to pay unto him the said Marcus Ehehl the aforesaid Sum of Money in the said Bill of Exchange mentioned together with all Lawful Cost Damage and Interest by the said Marcus Ehehl suffered and sustained by reason of the Nonpayment of the said Bill of Exchange & the Contents thereof and Protest aforesaid and being so therewith Chargeable the aforesaid Edward Scott afterwards to wit on the Day and Year last aforesaid at Kent County aforesaid in consideration of the Premises upon himself afterwards and to the said Marcus then and there faithfully promised that he the said Edward the aforesaid Sum of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage and Interest by the said Marcus suffered and sustained by reason of the Nonpayment of the said Bill of Exchange or the Contents thereof and Protest aforesaid to him the said Marcus when afterwards he should be thereunto required would well and truely content and Pay And the aforesaid Marcus in fact saith that the Lawfull Cost Damage and Interest of him the said Marcus suffered and sustained by Occasion