the passing such Bond and not afterwards and all Actions thereafter to be brought on Sheriffs Bonds before that time entered into should be brought and Commenced within three Years after the End of that present Session of Assembly and not afterwards as by the same Act among other things may fully appear And the aforesaid Joseph in fact saith that the Writing aforesaid was by the said Ennalls Hooper in the Condition aforesaid of the same Writing mentioned and by him the said Joseph on the Twelfth day of November in the Year of our Lord Seventeen hundred and forty Eight at Dorchester County aforesaid Sealed and Delivered as their Act and Deed and not afterward and that the Original Writ of the aforesaid Lord Proprietary in the Plea aforesaid against him the said Joseph on the same Writing was Impetrated and Issued the fourth day of July in the Year Seventeen hundred fifty and four and not before and so the said Joseph saith that the Writ aforesaid in the Plea aforesaid was not issued and the Action aforesaid on the writing aforesaid was not sued or brought within the space of five Years after the passing the Bond or writing aforesaid and this he is ready to verify wherefore he prays Judgment if the aforesaid Attorney General of the aforesaid Lord Proprietary the Action aforesaid thereof against him to have or maintain Ought &c —

As to the first Plea of him the said Joseph the said Attorney General for the said Lord Proprietary that now is saith that by any thing by the said Joseph in the same Alledged the said Lord Proprietary from having and maintainings his Action aforesaid to be precluded ought not because he says that the said Ennalls Hooper during the Time of his Shrievalty of Dorchester County aforesaid had on the first day of March in the year of our Lord

(Seventeen)

Seventeen hundred and forty eight received by two Several Writs of Capias ad Satisfaciendum to him as Sheriff of the same County directed of and from a certain Thomas Foster the Several Sum of eight thousand two hundred and fifty four pounds and an half pound of Tobacco Debt and One thousand and Sixty eight pounds and one Quarter of a pound of Tobacco Damages and likewise one thousand nine hundred twelve and an half pounds of Tobacco and twenty Shillings Current Money Debt and Seven hundred and eighty seven pounds of Tobacco and four Shillings and two pence three farthings Damages to and for the use of the aforesaid Anthony Bacon and Henry Lowes (at whose Instance the Writ aforesaid of the said Lord Proprietary in this Cause issued to wit at Dorchester County aforesaid) as by the said Writ of Capias ad satisfaciendum and the returns thereof by the said Ennalls Hooper as Sheriff of Dorchester County aforesaid respectively may appear Nevertheless the aforesaid Ennalls Hooper the aforesaid Several Sums of Money and Tobacco or any part of either of them to them the said Anthony Bacon and Henry Lowes (altho often thereunto required) hath not paid and Satisfied which to them according to the form and Effect of the Condition of the writing Obligatory aforesaid he ought to have paid And this the said Attorney General for the said Lord Proprietary is ready to verify and so forth wherefore the said Attorney General for the said Lord proprietary prays Judgment and that the Debt aforesaid together with the Damages Sustained by Occasion of the Detention of that Debt to the said Lord Proprietary be adjudged and so forth —

And as to the Second Plea of him the said Joseph the aforesaid Attorney General for the said Lord Proprietary saith that the said Lord Proprietary by any thing in the same alledged from having and maintaining his Action aforesaid to be Precluded ought not

(Because)