Current Money which he unjustly detains &c. and that thereof he the Said Sheriff should not fail &c. At which said third Tuesday of May to wit the Eighteenth day of the Same Month Anno Dom. 1756 being the day of the return of the aforegoing Writ comes the said Jonathan Selman Executor as aforesaid by Daniel Dulany his Attorney and the Sheriff of Kent County to whom the Same Writ was Directed also comes and makes return thereof to the Court here thus Endorsed to wit Capi Corpus

& Wm Rasin Shff. Kt Cty

And the Said Benjamin Stockett being called upon appears thereupon at the prayer of the Plaintiff by his Attorney aforesaid the aforesaid Benjamin Stockett is adjudged to give Special Bail to the Action aforesaid Thereupon a Certain Thomas Ringold of Kent County Gentleman present here in Court undertakes for the said Benjamin Stockett that in Case the said Jonathan Selman shall recover Judgment against the Said Benjamin Stockett in the Plea aforesaid or that the Said Benjamin Stockett shall be therein Legally Convict that then the Said Benjamin Stockett shall pay the Condemnation of the Court thereupon or Render his Body to the Custody of the Sheriff of Kent County in Satisfaction thereof or that he the Said Thomas Ringold do the Same for him —

And the Said Jonathan Selman Executor aforesaid by his Attorney aforesaid declares against the aforesaid Benjamin Stockett in the Plea aforesaid as follows to wit. Maryland ss. Benjamin Stockett of Ann Arundel County Planter otherwise called Benjamin Stockett of Ann Arundel County was Summoned to Answer unto Jonathan Selman Executor of the Testament and last Will of Scarborough Sparrow late of Ann Arundel County deceased of a Plea that he render unto him the Just and Just Sum of One hundred and thirteen Pounds and Eight Shillings Current Money which he unjustly detains &c. And Whereupon the Said Jonathan by Daniel Dulany his Attorney Saith that whereas the aforesaid Benjamin and a Certain Samuel Lockwood whom the Said Benjamin hath Survived on the Eleventh day of February in the Year of our Lord Seventeen hundred and forty Seven at Kent County aforesaid by a Certain Writing Obligatory Sealed with the Seals of the Said Benjamin and the aforesaid Samuel and here to the Court now Shewn the Date whereof is the Same Day and Year aforesaid acknowledged himself to be held and firmly bound unto the aforesaid Scarborough Sparrow in his lifetime in the Sum of One hundred and thirteen pounds and Eight Shillings Currency to be paid to the Said Scarborough his certain Attorney his Heirs Executors Administrators or Assigns when afterwards he the said Benjamin should be thereto required Nevertheless the Said Benjamin nor Samuel Lockwood in the Lifetime of the Said Samuel or either of them or the Said Benjamin Since the (Death)

Death of the said Samuel have not paid to the aforesaid Scarborough Sparrow in his life time or to the Said Jonathan Since the Death of the Said Scarborough the aforesaid Sum of money altho often thereto required but the Same to pay hath hitherto wholly refused and the Same to the Said Jonathan to pay still doth refuse wherefore he Saith he is worse and hath Damage to the Value of fifty Pounds Currency And therefore he brings Suit &c. And brings here into Court the Letters Testamentary of the aforesaid Scarborough Sparrow whereby it Sufficiently appears to the Court that the Said Jonathan is Executor of the Testament and last Will aforesaid and thereof hath the Administration &c. —

Pledges &c. { John Doe & Richard Roe

And the aforesaid Benjamin Stockett by James Tilghman his Attorney comes and defends the force and Injury when &c. and 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 Nineteenth day of October Anno Dom. 1756 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 and the Same day is given to the Plaintiff also —

At which said next Court to wit the Seventeenth day of May Anno Dom. 1757 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 and the Same day is given to the Plaintiff also —

At which said next Court to wit the thirteenth day of September Anno Dom. 1757. comes again as well the said Jonathan Selman Executor aforesaid as the Said Benjamin Stockett by their Attorneys aforesaid And the aforesaid Benjamin by his Attorney aforesaid comes and defends the force and Injury when &c. and prays a hearing of the Writing Obligatory aforesaid and of the Condition thereof and he hath them in the following Words and figures to wit

which being read and heard the Said Benjamin Saith that the Said Jonathan his Action aforesaid against him to have or Maintain ought not because he Saith that before the Impetration of the Original Writ of the Same Jonathan in this Cause the Said to wit the day of in the Year of our Lord one thousand seven hundred and at the County aforesaid he the Said Benjamin did pay and satisfy unto the Said Scarborough in his lifetime the Said Sum of Money in the Condition aforesaid Specifyed with the Interest thereon due according to the form and Effect of (the)