the said Henry by the Name of Henry Rouſman of Frederick County in the Province of Maryland and the said Jacob Miller (which Sealed) with the Seal of the said Jacob Miller the said Henry being here unto Court the Date whereof is the same Day and Year aforesaid) it was Agreed between the said Henry and the said Jacob that the said Henry should Sell the House and Improvements on the place he then lived in the County aforesaid unto the said Jacob Miller his Heirs and Assigns to the proper use and behoof of the said Jacob Miller his Heirs and Assigns for ever and that the said Jacob Miller should pay unto a certain Daniel Wolstenholme a Sum of Money that was then due from the said Henry to the said Daniel Wolstenholme for and by Occasion of the freight and Passage of two Persons to Maryland with the Interest thereon and that the said Jacob should also pay unto a certain George Tofler Six Shillings Current Money of Maryland and unto a certain George Deremon Eight Shillings Current Money aforesaid and for the true Performance of the said Agreement the said Jacob did bind himself by the said Articles and the said Henry in fact says that the Sum of Money was due as aforesaid from him to the said Daniel Wolstenholme for the freight and Passage aforesaid was the Sum of Thirteen pounds thirteen Shillings Sterling Money of Great Britain and the Interest thereon amounted to the Sum of one pound two Shillings and three pence Sterling which said Sums so payable to the said Daniel Wolstenholme amount in the whole to the Sum of fourteen pounds fifteen Shillings and three pence Sterling whereof the said Jacob then and there Had Notice and the said Henry further in fact Saith that the he the said Henry Rouſman always from the time of making the Agreement aforesaid hath performed and kept his part of the said Agreement Nevertheless the said Jacob hath not paid to the said Daniel Wolstenholme the said Sum of fourteen pounds fifteen Shillings and three Sterling nor the said Sum of Six Shillings Current Money to the said George Tofler nor the said Sum of Eight Shillings Current Money to the said Georg Deremon but the said respective Sums to the said Daniel Wolstenholme George Tofler and George Deremon to pay hath refused altho he ought to have paid the same according to the Purport of the Articles aforesaid so that the said Henry Rouſman says that the said Jacob Miller altho often thereunto Required hath not performed his said Covenant made with the said Henry as aforesaid but broken the same wherefore he says he is the Wrong and hath damage to the Value of Thirty pounds Sterling and five pounds Current Money of Maryland and therefore he brings Suit &c. — Pledges John Doe & Richard Roe —

And the said Jacob Miller by Edward Dorsey his Attorney Comes and defends the Force and Injury when &c. and 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 thirteenth day of September 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 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 Eleventh day of April Anno Dom. 1758 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 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 Twelfth day of September Anno Dom. 1758 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 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 Tenth day of April Anno Dom. 1759 Comes again as well the said Henry Rouſman as the said Jacob Miller by their Attorneys aforesaid and the aforesaid Jacob Miller by his Attorney aforesaid further defends the force and Injury when &c. and prays that the aforesaid Henry Rouſman may be adjudged to give Security for costs

(in)

in case he shall happen to be Nonsuited in the Plea aforesaid But the said Henry Rouſman altho solemnly called comes not but makes Default —

Therefore it is considered by the Court here that the said Henry Rouſman take nothing by his Writ aforesaid but that he and his Pledges of prosecuting be in Mercy &c. and the Names of the said Pledges be sought for &c. and that the said Jacob Miller go thereof without Day &c. and it is also considered that the said Jacob Miller recover against the said Henry Rouſman the Sum of

Pounds of Tobacco by the Court here unto him on his Agent adjudged for his Costs and Charges by him about his Defence in that behalf laid out and Expended and that he have thereof his Execution &c. —

Test. Reverdy Ghiselin Clk

ND. John Diggs — a — ED. Adam Renner } Command was given to the Sheriff of Frederick County that he should take Adam Renner of Frederick County farmer otherwise called Adam Renner of Lancaster County in the Province of Pensylvania farmer if he should be found in his Bailiwick and him safe keep so that he might have his Body before the Justices of his Lordships Provincial Court to be held at Annapolis the third Tuesday of October next to Answer unto John Diggs in a Plea that he render unto him the Sum of three hundred and forty pounds Current Money of Maryland which to him he owes and unjustly detains &c. and that thereof he the said Sheriff should not fail &c. —

At which said third Tuesday of October to wit being the Nineteenth day of the same Month Anno Dom. 1756 being the Day of the return of the aforegoing Writ comes the said John Diggs by Henry Dagnatt his Attorney and the Sheriff of Frederick County to whom the same Writ was directed also comes and makes return thereof to the Court here thus Endorsed to wit

Cepi. Saml. Beall Shff.

And the said Sheriff altho solemnly called to bring into Court the Body of the said Adam Renner according to the return of the Writ aforesaid brings him not in but makes Default. Whereupon it is adjudged that the said Sheriff be Amerced the Sum of Twenty Pounds Current Money, unless he have the Body of the said Adam Renner here next Court —

At which said next Court to wit the Seventeenth day of May Anno Dom. 1757 Comes into Court the said John Diggs by his Attorney aforesaid and the said Sheriff being called upon to bring into Court the Body of the said Adam Renner according to the return of the Writ aforesaid brings him not it but makes Default — Whereupon it is Adjudged that the said Sheriff be Amerced the further Sum of Twenty pounds Current Money unless he have the Body of the said Adam Renner here next Court —

At which said next Court to wit the thirteenth day of September Anno Dom. 1757 Comes into Court the said John Diggs by his Attorney aforesaid and the said Sheriff being called upon to bring into Court the Body of the said Adam Renner according to the return of the Writ aforesaid brings him not in but makes Default. Whereupon it is adjudged that the said Sheriff be Amerced the further Sum of Twenty pounds Current Money unless he have the Body of said Adam Renner here next Court —

At which said next Court to wit the Eleventh day of April Anno Dom. 1758 Comes into Court the said John Diggs by his Attorney aforesaid and the said Sheriff being called upon to bring into Court the Body of the said Adam Renner according to the return of the Writ aforesaid brings him in Whereupon it is Ordered that the said Amercement be stricken off —

And the aforesaid Adam Renner being called upon appears and at the prayer of the Plaintiff by his Attorney aforesaid is Adjudged to give Special Bail to the Action aforesaid But for want thereof he is Committed to the Sheriff of

(Frederick)