September Term 1765.

Which being Read and Heard the said Henry & Nathan by James Hollyday their Attorney say that they cannot Deny the Action afsd of the said Charles so as afsd against them brought nor but that the Writing afsd is the Deed of them the said Henry and Nathan nor but that they owe to the said Charles the afsd Sum of Six Hundred Pounds Sterling lawful Money of Great Britain in Manner and form so as the afsd Charles against them have Declared — Therefore it is Considered by the Justices here the Tenth Day of September Anno Dom. 1765 That the said Charles Carroll recover against the said Henry and Nathan Baker as well the Sum of Six Hundred Pounds Sterling lawful Money of Great Britain his Debt afsd as also the Sum of

Tob. 130 Pounds of Tobacco by the Court hereunto him on his Absent Adjudged as well for his Damages which he hath sustained by means of Detaining that Debt as for his Costs and Charges by him about his Suit in that Behalf Laid out & Expended and the said Defendants in Mercy &c. — Mem. The Plaintiff agrees to release the Penalty upon Payment of the Principal with Interest & Costs also to Stay Execution til 6th day Septemr.

Test Reverdy Ghiselin Clk

Mr Henry Cafson agt Rd Barth. Feddeman

Command was given to the Sheriff of Queen Anns County that he should take Bartholomew Feddeman late of Queen Anns County Planter otherwise called Barth. Feddeman of Queen Anns County in the Province of Maryland Planter if he shall be found in his Bailiwick and him should safe Keep so that he might have his Body before the Justices of his Lordships Provincial Court, to be held at Annapolis the Second Tuesday of September then next to Answer unto Henry Cafson of a plea that he render unto him the full and just Sum of Three Hundred and Twenty Pounds fifteen Shillings and two pence Current Money which to him he owes & unjustly Detains & so forth And that thereof he the said Sheriff should not fail And that he should have then & there that Writ &c. — And the afsd Henry Cafson Declared against the said Barth. Feddeman in the plea as follows Viz. Queen Anns County to wit Bartholomew Feddeman late of Queen Anns County Planter otherwise called Bartholomew Feddeman of Queen Anns County in the Province of Maryland Planter was summoned to Answer unto Henry Cafson of a plea that he render unto him the full and just Sum of Three Hundred and twenty Pounds fifteen Shillings & two pence Current Money which to him he owes & unjustly Detains & so forth And Whereupon the afsd Henry by James Hollyday his Attorney saith that whereas the afsd Bartholomew on the fourteenth Day of July in the Year of our Lord one thousand seven Hundred and sixty four at Queen Anns County afsd by his certain Writing Obligatory had granted himself to be held to the afsd Henry in the afsd Sum of Three Hundred and Twenty Pounds fifteen Shillings and two pence to be paid to

September Term 1765.

to the said Henry when he the said Bartholomew should be afterwards thereunto required Nevertheless the said Bartholomew altho' often required the afsd Sum of Money unto him the said Henry yet hath not paid but the same to him to pay hitherto hath refused and still doth refuse to the Damage of the same Henry Three hundred Pounds Current Money of Maryland & therefore he brings Suit & so forth and he brings here into Court here the Writing Obligatory afsd which the Debt afsd in form afsd testifies the Date whereof is the same Day and Year afsd & so forth.

Pledges &c. so forth John Doe & Rich. Roe

Oyer of the Writing Obligatory afsd and the Condition thereof here follows Viz. Know all men by these Presents that I Bartholomew Feddeman of Queen Anns County in the Province of Maryland Planter am held and firmly bound unto Henry Cafson of the County & Province afsd Merchant in the full & just Sum of Three Hundred and Twenty Pounds fifteen Shillings and two pence current Money to be paid unto the afsd Henry Cafson his Heirs Exors Admors or Assigns to which Payment well & truly to be made & done I bind myself my Heirs Exors & Admors firmly by these Presents sealed with my Seal & Dated this 15th day of July 1764. The Condition of the above Obligation is such that if the above bound Bartholomew Feddeman his Heirs Exors Admors or any of them shall & do well & truly pay or cause to be paid to the above named Henry Cafson his certain Attorney Exors Admors or Assigns the just & full Sum of one Hundred and sixty Pound seven Shillings & seven pence Current Money as afsd with legal Interest thereon from the Date hereof with fraud or further Delay then the above Obligation to be void or else of Force — A Copy of which aforegoing Declaration was made and sent with the Writ which issued in the plea afsd.

At which said Second Tuesday of September to wit the 10th day of the same Month Anno Domini 1765 being the Day of the return of the aforegoing Writ comes the said Henry Cafson by James Hollyday his Attorney and the Sheriff of Queen Anns County to whom the same Writ was Directed Likewise comes & makes return thereof to the Court here thus Endorsed Viz. Capi Corpus Declaration not in Time J Edmonson Sheriff —

Which being Read and Heard the said Bartholomew by Robert Goldsborough his Attorney saith that he cannot deny the Action afsd of the said Henry so as afsd against him brought nor but that the Writing afsd is the Deed of him the said Bartholomew nor but that he owes to the same Henry the afsd Sum of Three Hundred & twenty Pounds fifteen Shillings and two pence Current Money in Manner & form so as the afsd Henry against him hath Declared — Therefore it is Considered by the Justices here the Tenth Day of September Anno Domini 1765 That the said Henry Cafson recover against the said Barth. Feddeman as well the Sum of Three hundred & twenty pounds fifteen Shillings & two pence Current Money his Debt afsd as also the Sum of

Tob. 191 Pounds of Tobacco by the Court hereunto him on his Absent Adjudged as well for his Damages which he hath sustained by means of Detaining that Debt as for his Costs & Charges by him about his Suit in that Behalf Laid out & Expended & the said Defendant in Mercy &c. — Memd. The Plaintiff agrees to release the Penalty upon Payment of the Principal with Interest & Costs also to take Dollars at 7/6 with Stay Execution til 5th day Septemr next

Test Reverdy Ghiselin Clk