and of this he puts himself upon the Country and soforth And the aforesaid Jacob and William in like manner and soforth And the said John Greeniff by the Leave of the Court here and according to the form of the Statute in such Case made and provided further Defends the force and injury when and soforth and saith that the aforesaid Jacob and William their Action aforesaid against him the said John Greeniff to have or maintain ought not because he saith that he the said John Greeniff after the making the Writing Obligatory aforesaid and before the impetration of the Writ Original in this Cause (to wit) on the Day of Seventeen hundred and sixty at the County aforesaid paid unto them the said Jacob and William the aforesaid Sum of Money in the Condition aforesaid mentioned with legal Interest thereon and this he is ready to verify and soforth Wherefore he prays Judgment if the afsd Jacob and William their Action aforesaid thereof against him to have ought and soforth And the afsd Jacob and William say that they by anything in the same second plea alledged from having and maintaining their Action afsd to be precluded ought not because they say that the afsd John Greeniff hath not paid the afsd Sum of Money in the Condition afsd mentioned with legal Interest thereon as the said John Greeniff above in pleading hath alledged and this they pray may be enquired of by the Country and soforth And the Defendant in like manner and soforth Nevertheless the afsd John Greeniff Howard by his Attorney afsd Relinquishing the Averment above by him prolonded says that he cannot deny the Action afsd of the afsd Jacob and William so as aforesaid against him brought nor but that the Writing Obligatory aforesaid is the Deed of him the said John Greeniff nor but that he owes to the same Jacob and William the aforesaid Sum of Four hundred and sixty one Pounds seven shillings and six pence current Money of Maryland in manner and form so as the afsd Jacob and William above against him have declared Therefore it is considered by the Justices here that the said Jacob Giles and William Young recover against the said John Greeniff Howard as well the Sum of Four hundred and sixty one Pounds seven shillings and six pence current Money of Maryland afsd their Debt afsd in form afsd confessed as the Sum of Pounds of Tobacco by the Court here into them on their Agreement Adjudged as well for their Damages which they have sustained by means of Detaining that Debt as for their Cost and Charges by them about their Suit in this Behalf Laid out and Expended and the said Defendant in Mercy and soforth Thom. The Plaintiff agree to release the Penalty upon Payment of Principal Interest and Costs with Stay Execution until 8th day of April

Test Reverdy Ghiselin Clk

B R Jacob Giles John Bond and Isaac Webster
agt
R A Samuel Hill & Margaret Hill Exors Moses Hill

Command was given to the Sheriff of Baltimore County that he should take Samuel Hill and Margaret Hill Executors of the Last Will and Testament of Moses Hill Late of the County aforesaid Deceased if they should be found in his Bailiwick and them safe keep so that he might have their Body in

before the Justices of his Lordships Provincial Court to be held at Annapolis the Second Tuesday of April then next to Answer unto Jacob Giles John Bond and Isaac Webster of a plea of Trespass upon the Case and soforth And that thereof he the said Sheriff should not fail Vic.

And the said Jacob John and Isaac Declare against the said Samuel and Margaret Hill Exors afsd in the plea as follows Viz. Baltimore County to wit Samuel Hill and Margaret Hill Executors of the Last Will and Testament of Moses Hill late of the County afsd Deceased were attached to Answer unto Jacob Giles John Bond and Isaac Webster of a plea of Trespass upon the Case and soforth And Whereupon on the said Jacob Giles John Bond and Isaac Webster by Benjamin Rumsey their Attorney complain that whereas the said Moses Hill in his Lifetime to wit the twenty eighth day of February in the Year of our Lord One thousand seven hundred and sixty three at Baltimore County aforesaid was indebted to the said Jacob John and Isaac in the Sum of one hundred and sixty one Pounds five Shillings lawful Money of Maryland for five Tonns of Barr Iron of them the said Jacob John and Isaac by them at the special Instance and request of the said Moses to the said Moses in his Lifetime before that time sold and delivered And for other Matters Articles and Things properly chargeable in Account a particular Account whereof the said Jacob John and Isaac here now into Court bring and being so indebted he the said Moses in his Lifetime in consideration thereof afterwards to wit the same day and Year at Baltimore County afsd upon himself Assumed and to the said Jacob John and Isaac then and there faithfully promised that he the said Moses the afsd Sum of one hundred and sixty one pounds five shillings to the Said Jacob John and Isaac when he should be thereunto required would well and truly pay and satisfy And also whereas the said Moses in his Lifetime to wit on the day and Year afsd at Baltimore County afsd in consideration that the said Jacob John and Isaac had before that time sold and delivered to the said Moses at his Like special Instance and Request other five Tonns of Barr Iron Assumed upon himself and then and there promised the said Jacob John and Isaac that he the said Moses so much Money for the said five Tonns of Barr Iron Last mentioned as the said five Tonns of Barr Iron were reasonably worth at the time of the Sale and Delivery thereof unto the said Jacob John and Isaac well and truly would pay And the said Jacob John and Isaac aver that the said five Tonns of Barr Iron Last mentioned were at the time of the Sale and Delivery thereof by the said Jacob John and Isaac to the said Moses reasonably worth other one hundred and sixty one Pounds five Shillings like lawful Money to wit at Baltimore County aforesaid of which the said Moses in his Lifetime then and there had Notice Nevertheless the said Moses in his Lifetime and the said Samuel and Margaret since the Death of the said Moses not regarding the Promises and Assumptions of the said Moses in his Lifetime made as aforesaid but contriving and fraudulently intending the said Jacob John and Isaac in this behalf fraudy and Subtilty to deceive and defraud the aforesaid several Sums of Money or any part thereof to the said Jacob John and Isaac or either of them have not paid nor hath either of them paid nor hitherto in any wise Satisfyed for the same Altho' to do this the said Moses in his Lifetime afterwards to wit the same Day and Year and the said Samuel and Margaret since the Death of the said Moses to wit the first Day of January in the Year of our Lord one Thousand seven hundred and sixty four at Baltimore County aforesaid by the said Jacob John and Isaac were requested but the same to the said Jacob John and Isaac the said Moses in his Lifetime and the said Samuel and Margaret since his Decease have and each of them hath utterly refused to pay and the said Samuel and Margaret do still refuse to pay Wherefore the said Jacob John and Isaac say they are Damaged to the Value of Three hundred and fifty Pounds and therefore bring their Suit and soforth

Pledges Vic John Doe and Rich Roe