aforesaid. and the sheriff of Baltimore County to whom the said writ was in form aforesaid directed makes return thereof to the court here thereunto endorsed viz.

Capi non in tenet 20th. april Robt. Adair Sh.

And the said Thomas Sligh by Thomas Jennings his attorney appears in Court here. and thereupon on motion of the said Charles Carroll by his attorney aforesaid, It is ruled by the Court here that the said Thomas Sligh give special in the plea aforesaid; whereupon the said Thomas Sligh by his attorney aforesaid files in court here the following bail piece viz.

Chas. Carroll Esq. Pltff. / Thomas Sligh Defdt. } You Henry James and Luke Raven & either of you do undertake for the said Thomas Sligh Defdt. in the sum of Two hundred pounds sterling to be levied on you and either of your Lands & Tenements Goods & Chattels to the use of the said Charles Carroll Esq. the plaintiff upon condition that if the said Charles Carroll do obtain judgment in an action of Debt depending in the provincial court against the said Thomas Sligh the Defendt. that then the said Thomas Sligh shall pay the Condemnation of the Court thereupon or deliver himself to the Custody of the Sheriff of Baltimore County in satisfaction thereof or you or one of you will do it for him. They acknowledge themselves to be content therewith this 18th. day of may 1767. before me Thos. Franklin

To the Honourable Justices of the provincial Court.

Sir. you are hereby imployed to appear in my behalf in the above action and this shall be your authority given under my hand this 18th. day of may 1767. Thos. Sligh

I Thos. Jennings Esq. one of the attorneys of the provincial Court

And thereupon on motion of the said Charles Carroll by his attorney aforesaid It is ruled by the Court here that the said Thomas Sligh answer to the Declaration aforesaid of the said Charles Carroll in the plea aforesaid or judgment by the Court here will be entered against him in default thereof. and the said Thomas Sligh by his attorney aforesaid defends the force and injury when and so forth and saith that he with the Debt aforesaid by virtue of the writing obligatory aforesaid to be burthened ought not because he saith the said Writing is not his Deed and of this he puts himself upon the Country and the aforesaid Charles in like manner and so forth. And the aforesaid Thomas Sligh by leave of the Court here and according to the form of the statute in such case made and provided comes and further defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and the condition thereof and he hath them as follows viz. — which being read and heard the said Thomas Sligh saith that the aforesaid Charles his (action)

action aforesaid thereof against him to have or maintain ought not because he saith that after the making the said writing obligatory & before the impletation of the original writ of him the said Charles against the aforesaid Thomas Sligh in this Cause he the said Thomas Sligh paid to the aforesaid Charles the said sum of with legal interest for the same (according to the form of the statute in such Case late made and provided) and this he is ready to verify. wherefore he prays Judgment if the said Charles his action aforesaid against him to have or maintain ought and so forth. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by their attornies aforesaid is continued untill the third Tuesday of October next.

And now at this day to wit the said third Tuesday of October being the 20th. day of the same Month in the year of our Lord one Thousand seven hundred and Sixty Seven. come again into Court here the parties aforesaid by their attornies aforesaid: and the said Thomas Sligh by his attorney aforesaid wherefore the avrment aforesaid above by him pretended says that he cannot deny the action aforesaid of the said Charles Carroll so as aforesaid against him brought nor but that he owes to the said Charles Carroll the said sum of Two hundred pounds sterling money in manner and form as the said Charles Carroll above against him hath declared.

Therefore it is considered by the Court here that the said Charles Carroll recover against the said Thomas Sligh as well the sum of Two hundred pounds sterling money his Debt aforesaid in form aforesaid confessed, as also the quantity of five hundred and ninety and one half pounds of Tobacco by the Court here unto the said Charles Carroll on his assent adjudged for his Damages which he hath sustained as well by reason of the detention of that Debt as for his costs and charges by him about his suit in this behalf laid out and expended: and the said Thomas Sligh in mercy and so forth.

Test Beverly Ghiselin Clk.

15 Sh

Stephen West vs Thomas Whitten	Be it remembered that heretofore to wit on the ninth day of June in the year of our Lord one Thousand seven hundred and sixty seven, the said Stephen West the plaintiff in this cause by John Hall his attorney

prosecuted and sued forth out of the provincial Court here of and upon a Judgment in the said Court rendered. His Lordships writ of attachment the tenor whereof is as follows to wit.

Maryland ss. Frederick absolute Lord & proprietary of the Province of Maryland and Avalon Lord Baron of Baltimore &c. to the sheriff of Frederick county Greeting we command you that you attach any of the goods, chattels, rights or credits Lands and Tenements of Thomas Whitten late of Frederick County planter otherwise called Thomas Whitten of Frederick County in the province of Maryland if they shall be (found)