twenty the said Jacob by Bean S Pigman his attorney prosecuted and sued forth out of the County Court here the writ of the state of Maryland of Capias ad respondendum to the Sheriff of Frederick County directed in the words and of the tenor following to wit:

Frederick County to wit. The state of Maryland to the Sheriff of Frederick County Greeting you are hereby commanded to take Samuel Ogle late of Frederick County yeoman if he shall be found in your bailiwick and him safe keep so that you have his body before the Judges of the next County Court to be held at the Court house in Frederick Town in and for the said County on the fourth monday of october instant to answer unto Jacob Weller in a plea that he render unto him three hundred and fifteen dollars thirty eight and a half cents current money which to him he owes and from him unjustly detains and so forth. Hereof fail not at your peril and have you then and there this writ Witnes the Honourable John Buchanan Esquire Chief Judge of the said Court the sixth day of March in the year of our Lord 1820. Issued the 7th day of october 1820. (Pigman) John Schley clk

At which said fourth monday of october in the year of our Lord one thousand eight hundred and twenty and the return day of the foregoing writ comes into the County court here the said Jacob by his attorney aforesaid and the sheriff of Frederick County aforesaid to wit William McBeall Jr gentleman to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit "Cepi Wm de Beall Jr Shff" And the said Samuel being called appears in Court here by Roger B Taney his attorney and thereupon on the motion of the said Jacob by his attorney aforesaid it is ruled by the Court here that the said Samuel give special bail in the plea aforesaid or in default thereof be committed to the custody of the sheriff of the County aforesaid Whereupon a certain Jacob Biggs of the County aforesaid present here in Court in his proper person and with the consent of the said Jacob by his attorney aforesaid undertakes for the said Samuel that in case the said Jacob shall recover judgment against the said Samuel in the plea aforesaid or that the said Samuel shall be therein legally convicted that then the said Samuel shall pay the condemnation of the Court thereupon or render his body to the Custody of the sheriff of the County aforesaid in satisfaction thereof or that he the said Jacob Biggs will do the same for him. and thereupon on the motion of the said Samuel by his attorney aforesaid it is ruled by the Court here that the said Jacob declare against the said Samuel in the plea aforesaid or judgment by the Court here will be entered against him in default thereof and the said Jacob by his attorney aforesaid prays leave of the Court here to imparle until the first

monday of March next and then to declare against the said Samuel in the plea aforesaid and to him it is granted the same day is given to the said Samuel also.

At which said first monday of March in the year of our Lord one thousand eight hundred and twenty one to which said day the said Jacob had leave to imparle and then to declare against the said Samuel in the plea aforesaid comes into the County Court here as well the said Jacob by his attorney aforesaid as the said Samuel by his said attorney and the said Jacob by his attorney aforesaid declares against the said Samuel in the plea aforesaid as follows viz.

Frederick County to wit. Samuel Ogle late of Frederick County yeoman was summoned to answer unto Jacob Weller in a plea that he render unto him the sum of three hundred and fifteen dollars thirty eight and a half cents current money which he owes to and unjustly detains from him and so forth. And whereupon the said Jacob by Bean S Pigman his attorney saith that whereas the aforesaid Samuel on the eighteenth day of December in the year of our Lord eighteen hundred and nineteen at Frederick County aforesaid by his certain bill obligatory promised sixty days after the date thereof to pay to Jacob Weller (Blacksmith) or order three hundred and fifteen dollars and thirty eight and a half cents with legal interest for value received. Nevertheless the aforesaid Samuel (although thereunto afterwards requested to wit at the County aforesaid) the aforesaid sum of money or any part thereof to the said Jacob hath not rendered or paid but the same or any part thereof to the said Jacob to render or pay the said Samuel hath hitherto altogether refused and still doth refuse. Wherefore the said Jacob saith he is injured and hath damage to the value of five hundred dollars current money and therefore he brings suit and so forth. And the said Jacob brings into Court here the bill obligatory aforesaid sealed with the seal of the said Samuel which testifies the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid and so forth.

Bean S Pigman Pltffs attorney Pledges to prosecute John Doe & Richard Roe

(Oyer of the bill obligatory aforesaid)

$315.38¾. Mechanicks Town Decr 18. 1819.

Sixty days after date I promise to pay Jacob Weller (Blacksmith) or order three hundred and fifteen dollars and thirty eight and a half cents value received with legal interest from date Witnes my hand and seal

Witnes George Weller. Samuel Ogle (Seal)

And thereupon on the motion of the said Jacob by his attorney aforesaid it is ruled by the Court here that the said Samuel answer to the declaration aforesaid of the said Jacob in the plea aforesaid or judgment by the Court here will be entered against him in default thereof and the said Samuel by his attorney aforesaid defends the force and injury when