County yeoman otherwise called Hanson Burroughs of Saint Mary's County and State of Maryland if he shall be found in your bailiwick and him safe keep so that you have his body before the County Court to be held at Leonard Town in and for Saint Mary's County aforesaid, on the first Monday of March next, to answer unto Nathaniel Washington in a plea that he render unto him the sum of three thousand and fifty dollars sterling money which he owes to and unjustly detains from him and so forth. Hereof fail not at your peril, and have you then and there this writ. Witness the Honourable John Stephen Esquire chief Judge of the first Judicial District the 5th day of November 1822 Issued the 1st day of January 1823 Test. J. Harris clk.

And the said Nathaniel Washington by his attorney aforesaid, on the day of prosecuting and suing forth the said writ filed in the Court here the following agreement to wit.

This Indenture made this first day of January in the year of Our Lord one thousand eight hundred and twenty, between Nathaniel Washington of Saint Mary's County State of Maryland, on the one part, and Hanson Burroughs of the County and State aforesaid, on the other part, Witnesseth, that whereas there was sold at public auction on the ninth day of August one thousand eight hundred and nineteen unto the above said Nathaniel Washington by order of the Orphans Court, a tract of Land formerly the property of George T. Hawkins, lying near the Patuxent River for the sum of three thousand and fifty dollars bearing interest for one year from the day of sale: Now in consideration of the sum of three thousand and fifty dollars with Interest from the date of this Indenture to be paid unto the said Nathaniel Washington by the said Hanson Burroughs, the said Nathaniel Washington doth hereby covenant agree and bind himself his heirs executors and administrators to convey on or before the ninth day of August next ensuing by a full lawful and valid title in fee simple against all persons whomsoever unto the said Hanson Burroughs and his heirs or assigns the above said tract of Land, and the said Hanson Burroughs doth hereby agree promise and bind himself his heirs executors and administrators to pay unto the said Nathaniel Washington his heirs executors administrators or assigns on or before the ninth day of August next ensuing with Interest from the date of this Indenture, the sum of three thousand and fifty dollars lawful money of Maryland so soon as the said Nathaniel Washington shall have conveyed unto him the above said tract of land in form aforesaid.

And moreover for the due performance of the several covenants and agreements aforesaid the parties aforesaid do hereby respectively bind themselves, their heirs executors and administrators, each to the other, his heirs executors administrators and assigns in the penal sum of one thousand dollars current money. In Testimony whereof we have hereunto interchangably set our hands and seals the day and year above written.

Signed sealed and delivered in presence of us — Philip Sweetser, James Millemore. — Hanson his X mark Burroughs (Seal) — Nathaniel Washington (Seal)

At which mentioned first Monday of March being the third day of the same month in the year of our Lord one thousand eight hundred and twenty three, and the day of the return of the foregoing writ, comes into the County Court here the said Nathaniel Washington by his attorney aforesaid, and the Sheriff of the County aforesaid to wit: James Hayden gentleman, to whom the said foregoing writ was in form aforesaid directed makes return thereof to the Court here this endorsed to wit

"Lepi — James Hayden Sheriff"

And the said Hanson Burroughs being called appears in Court here by Alexander Kilgour his attorney, and thereupon the said Hanson Burroughs by his said Attorney prays that the said Nathaniel Washington may declare against him the said Hanson Burroughs in the plea aforesaid: whereupon it is ruled by the Court here that the said Nathaniel Washington declare against the said Hanson Burroughs in the plea aforesaid, and if the said Nathaniel Washington doth not declare against the said Hanson Burroughs in the plea aforesaid, judgment will be

rendered against him by default; and the said Nathaniel Washington by his said Attorney prays leave of the Court here to imparle until the first Monday of August next to declare against the said Hanson Burroughs in the plea aforesaid and he hath it; the same day is given to the said Hanson Burroughs then and so forth.

At which said first Monday of August being the fourth day of the said month in the year of our Lord one thousand eight hundred and twenty three, until which day the said Nathaniel Washington had leave to imparle, and then to declare against the said Hanson Burroughs in the plea aforesaid, comes in the County Court here as well the said Nathaniel Washington by his attorney aforesaid, as the said Hanson Burroughs by his attorney for his attorney aforesaid; and thereupon the said Hanson Burroughs by his said attorney prays that the said Nathaniel Washington may declare against him the said Hanson Burroughs in the plea aforesaid whereupon it is ruled by the Court here that the said Nathaniel Washington declare against the said Hanson Burroughs in the plea aforesaid, and if the said Nathaniel Washington doth not declare against the said Hanson Burroughs in the plea aforesaid judgment will be rendered against him by default; and the said Nathaniel Washington by said attorney prays leave of the Court here further to imparle until the first Monday of March next, to declare against the said Hanson Burroughs in the plea aforesaid and he hath it; the same day is given to the said Hanson Burroughs then and so forth.

At which said first Monday of March being the first day of the said month, in the year of our Lord one thousand eight hundred and twenty four, until which day the said Nathaniel Washington had leave further to imparle and then to declare against the said Hanson Burroughs in the plea aforesaid comes as well the said Nathaniel Washington by his attorney aforesaid, as the said Hanson Burroughs by his attorney aforesaid; and thereupon the said Hanson Burroughs by his attorney aforesaid prays that the said Nathaniel Washington may declare against the said Hanson Burroughs in the plea aforesaid, and if the said Nathaniel Washington doth not declare against the said Hanson Burroughs in the plea aforesaid, Judgment will be rendered against him by default; and the said Nathaniel Washington by his said Attorney prays leave of the Court here further to imparle until the first Monday of August next to declare against the said Hanson Burroughs in the plea aforesaid and to him it is granted, the same day is given to the said Hanson Burroughs then and so forth.

At which said first Monday of August, being the second day of the said month in the year of our Lord one thousand eight hundred and twenty four, until which said day the said Nathaniel Washington had leave further to imparle and then to declare against the said Hanson Burroughs in the plea aforesaid comes as well the said Nathaniel Washington by his attorney aforesaid as the said Hanson Burroughs by his attorney aforesaid and the said Nathaniel Washington by his said attorney declares against the said Hanson Burroughs in the plea aforesaid as follows, that is to say,

Saint Mary's County to wit Hanson Burroughs late of Saint Mary's County yeoman otherwise called Hanson Burroughs of Saint Mary's County and State of Maryland was summoned to answer unto Nathaniel Washington in a plea that he render unto him the sum of three thousand and fifty dollars current money which he owes and unjustly detains from him and so forth, and whereupon the said Nathaniel by Gerard Mackin his attorney saith that whereas by a certain Indenture made on the first day of January eighteen hundred and twenty at Saint Mary's County aforesaid between the said Nathaniel by the name and description of Nathaniel Washington of Saint Mary's County State of Maryland on the one part and the said Hanson by the name and description of Hanson Burroughs of the County and State aforesaid of the other part which said agreement sealed with the seals of the said Nathaniel and Hanson, the said Nathaniel now brings into Court here the date whereof is the day and year aforesaid, it is witnessed that the said Nathaniel did contract and agree with the said Hanson that