the said Samuel Earle in mercy andsoforth – and the said Samuel Chamberlaine, Robert Lloyd Nicols and Susanna his wife then and there, release the penalty, on payment of the sum of five hundred and thirteen pounds and sixteen shillings, Current money, with Interest thereon from the ninth day of May seventeen hundred and seventy four, till paid and costs of suit andsoforth, as by the record of the proceedings in the plea aforesaid, and of the Judgment aforesaid now remaining in the same Court of the said State, reference being thereto had is manifest, and more fully, and at large appears which said Judgment, so as aforesaid had and obtained by the said Samuel Chamberlaine, Robert L. Nicols and Susanna his wife, was so had and obtained in their names against the said Samuel Earle, for the use of a certain Thomas Chamberlaine, as appears also by the said record, and for a true and just debt due and owing to him the said Thomas Chamberlaine, and secured by the said Richard Tilghman Earle, by the said writing obligatory to the said Samuel Chamberlaine, Susanna Nicols, and James Lloyd Chamberlaine, in manner and form aforesaid, for the use of the said Thomas Chamberlaine, and the said Nicholas Hammond, in behalf of the said State saith, that the aforesaid Judgment, so as aforesaid had and obtained against the said Samuel Earle, yet remains in full force and effect, and hath never yet been reversed, annulled, discharged, paid, or satisfied, and that Execution upon the said Judgment, hath never yet been sued out, or had, and the said Nicholas Hammond, in behalf of the said State, further saith, that after the rendition of the Judgment aforesaid, to wit, on the tenth day of December, in the year seventeen hundred and ninety, the said Thomas Chamberlaine died, to wit, at Talbot County aforesaid, having before that duly time, made, and executed his last will and Testament in writing, and appointed Robert Lloyd Nicols, Ennalls Martin and Perry Benson, at whose instance, and for whose use, the Original writ of the said State, in this cause was sued out and improtrated, the Executors thereof, and the said Nicholas Hammond, in behalf of the said State, further saith, that divers goods, Chattels and effects which were of the said Richard Tilghman Earle, at the time of his death, to the value of the aforesaid sum of one thousand pounds, Current money, after the death of the said Richard Tilghman Earle, come to the hands of the said Samuel Earle, and remained in his hands to be administered at the time of the obtention of the Judgment aforesaid, by the said Samuel Chamberlaine, Robert Lloyd Nicols and Susanna his wife, against him the said Samuel Earle, in manner and form aforesaid, to wit, at Queen Anns County aforesaid, and that he the said Samuel Earle, afterwards, to wit, on the first day of May, seventeen hundred and eighty nine, at Queen Anns County aforesaid, did waste the goods, Chattels, and effects, and did dispose of, and convert the same to his own proper use, neither they the said Samuel Chamberlaine, Robert Lloyd Nicols and Susanna his wife, nor either of them, nor the said Thomas Chamberlaine, being in any manner satisfied, the Debt, Damages and Costs of suit ~~of suit~~ aforesaid, so as aforesaid recovered against the said Samuel Earle, or any part thereof, by reason whereof the said Samuel Earle become liable, and ought to have paid to the said Thomas Chamberlaine, in his lifetime, for whose use the Judgment aforesaid was recovered as aforesaid, or to the said Robert Lloyd Nicols, Ennalls Martin and Perry Benson, after the death of the said Thomas Chamberlaine, the debt, Damages, Costs and Charges aforesaid, so as aforesaid recovered by them the said Samuel Chamberlaine, Robert Lloyd Nicols and Susanna, his wife, against the said Samuel Earle, for the use of the said Thomas Chamberlaine, according to the form and effect of the Condition of the writing obligatory aforesaid, in the plea of the said Cornelia Sewell, mentioned. Nevertheless, the said Samuel Earle, altho' often thereto required, the Debt, Damages, Costs and Charges aforesaid, so as aforesaid recovered against him, by the Judgment aforesaid, or any part or parcel thereof, to the aforesaid Thomas Chamberlaine in his lifetime, or to the said Robert Lloyd Nicols, Ennalls Martin and Perry Benson, since the death of the said Thomas Chamberlaine, or to either of them, yet hath not satisfied or paid, but the same to the said Thomas Chamberlaine in his lifetime, or to the said Robert Lloyd Nicols, Ennalls Martin and Perry Benson, since the death of the said Thomas Chamberlaine to pay, the said Samuel Earle hath hitherto altogether refused, and this the said Nicholas Hammond, in behalf of the said State, is ready to verify – whereupon, he prays Judgment in behalf the said State, for the debt aforesaid, together with damages for the detention of the said debt, to the said State to be adjudged andsoforth – with this, that the said Nicholas Hammond, in behalf of the said State, will verify, that the said Samuel Earle, mentioned in the record of the Judgment aforesaid, and against whom the said ~~Judgment~~ was obtained, and the said Samuel Earle, mentioned in the Condition of the said writing Obligatory, and also herein, and in the plea of the said Cornelia Sewell, are one and the same person, and not others and divers, and that the said Thomas Chamberlaine, deceased, herein mentioned whose executors, the said Robert Lloyd Nicols, Ennalls Martin and Perry Benson are one and the same persons, and not other nor divers &c – And the said Nicholas Hammond, in behalf of the said State, brings here into the Letters Testamentary of the said Thomas Chamberlaine, whereby, it does appear to the Court here, that the said Robert Lloyd Nicols, Ennalls Martin and Perry Benson are the Executors of the last will and Testament of the said Thomas Chamberlaine, and thereof, to have the administration ought &c – Nicholas H—

Per State – And the said State further saith, that the said Nicholas Hammond, in behalf of the said State, then prayed, that the said Cornelia Sewell might rejoin to the replication aforesaid, of the said State, in the plea aforesaid, whereupon it was ruled by the said Court, that the said Cornelia Sewell rejoin to the replication aforesaid, and if she did not rejoin to the replication aforesaid, of the said State, that Judgment might be rendered against her by default, and the said Cornelia Sewell by her Attorney aforesaid prayed leave of the said Court, to imparle until the second Tuesday of April, then next, to rejoin to the replication aforesaid, of the said State, in the plea aforesaid, and she had it, and the same day was given to the said State then &c – At which said second Tuesday of April, seventeen hundred and ninety eight, come again into the said Court, the parties aforesaid, by their Attornies aforesaid. Thereupon, further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attornies aforesaid, and by order of the said Court then made, was further continued until the second Tuesday of September then next, – At which said second Tuesday of September seventeen hundred and ninety eight, come again into the said Court the parties aforesaid, by their Attornies aforesaid. Thereupon further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the said Court, was further continued till the second Tuesday of April then next – At which said second Tuesday of April, in the year seventeen hundred and ninety nine, come again into the said General Court, the parties aforesaid, by their attornies aforesaid, – Thereupon further proceeds of and upon the premises aforesaid, between the said parties aforesaid, by consent of the said parties and their Attornies aforesaid, and by order of the said Court, was further continued until the second Tuesday of September then next. – At which said second Tuesday of September seventeen hundred and ninety nine, come again into the said Court, the parties aforesaid, by their Attornies aforesaid. Thereupon, further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the said Court was further continued until the second Tuesday of April then next – At which said second Tuesday of April, Eighteen hundred, come again into the said General Court, the parties aforesaid, by their Attornies aforesaid. – Thereupon, further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attornies aforesaid, and by order of the said Court, was further continued till the second Tuesday of September then next. – At which said second Tuesday of September Eighteen hundred, come again into the said Court, the parties aforesaid, by their Attornies aforesaid; Thereupon, further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the said Court, was further continued until the second Tuesday of April then next. – At which said second Tuesday of April, in the year Eighteen hundred and one, come again into the said Court, the parties aforesaid, by their Attornies aforesaid. Thereupon, further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attornies aforesaid, and by order of the said Court, was further continued until the second Tuesday of September then next – At which said second Tuesday of September Eighteen hundred and one, come again into the said Court, the parties aforesaid, by their Attornies aforesaid. Thereupon further proceeds of and upon the premises aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the said Court, was further continued until the second Tuesday of April then next. At which said second Tuesday of April, Eighteen hundred and two, come again into the said Court, the parties aforesaid, by their Attornies aforesaid, thereupon further proceeds of and upon the premises between the parties aforesaid, by consent of the said parties and their Attornies, and by order of the said Court, was further continued until the second Tuesday of September then next. – At which said second Tuesday of September, Eighteen hundred and two, come again into the said Court, the parties aforesaid, by their Attornies aforesaid, and the said Nicholas Hammond, in behalf of the said State, prays the said Cornelia Sewell, to the replication aforesaid, may rejoin. whereon it was ruled by the said Court, that the said Cornelia Sewell do rejoin to the said Replication, by the second Tuesday of April then next, and it was said to said Cornelia Sewell, that if she did not rejoin to the replication aforesaid, by the time aforesaid, Judgment would be rendered against her by default, thereupon further proceeds of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their Attornies aforesaid, and by order of the Court, was further continued until the second Tuesday of April then next. – At which said second Tuesday of April, Eighteen hundred and three, come again, the said parties aforesaid, by their Attornies aforesaid, into the said Court, And thereupon, further proceeds of and upon the premises aforesaid, between the parties, by consent of the said parties and their Attornies, and by order of the said Court, was further continued till the second Tuesday of September then next. – At which said second Tuesday of September eighteen hundred and three, come again into the said Court, the parties aforesaid, by their Attornies aforesaid, and the said Cornelia Sewell, by her Attorney aforesaid, defends the force and injury, when, andsoforth – and says nothing in bar or preclusion of the said action of the said State, by which, the said State remains therein undenied against the said Cornelia Sewell, her damages aforesaid, by occasion of the premises aforesaid, but because it was unknown to the said Court what damages the said State had sustained by reason of the premises; Therefore, on motion of the said Nicholas Hammond, in behalf of the said State, it was ordered by the said Court, that a Jury thereupon appear before the said Court immediately, by whom &c. and who neither &c. to recognize &c. and diligently to enquire what damages the said State had sustained by reason of the premises aforesaid, and the Jurors of the State for whom the said State ought to recover of the said