Chamberlaine, James Lloyd Chamberlaine (in his liftime) and Susanna, whilst she was single, or to the aſd. Samuel Chamberlaine, James Lloyd Chamberlaine in his liftime, and Robert Lloyd Nicols, & Susanna his wife, after the Espousals celebrated between them, or to the aſd. Samuel Chamberlaine, Robert Lloyd Nicols & Susanna his wife, since the death of the aſd. James Lloyd Chamberlaine, or to either of them, yet had not paid, but the same to them to pay, hitherto altogether had refused, and the same to the aſd. Samuel Chamberlaine, Robert Lloyd Nicols & Susanna his wife, the aſd. Samuel Earle to pay, still then did refuse, to the damage of the said Samuel Chamberlaine, Robert Lloyd Nicols, & Susanna his wife, two thousand pounds Current money, and thereupon they brought suit &c. and there were pledges to prosecute, John Doe & Richard Roe — and then and there, at that day to wit, the same second Tuesday of April, in the year seventeen hundred & eighty nine, came also there into Court, the said Samuel Earle, in his proper person, and defended the wrong and injury when &c. and said that he could not deny the action aſd. of them the said Samuel Chamberlaine, Robert Lloyd Nicols, and Susanna his wife, nor but that the writing Obligatory aſd. was the Deed of him the said Richard Tilghman Earle, nor but that he the said Samuel Earle detained from them the said Samuel Chamberlaine, Robert Lloyd Nicols & Susanna his wife, the said sum of one thousand pounds, Current money, in manner and form as they the said Samuel Chamberlaine, Robert Lloyd Nicols, & Susanna his wife above against him had declared, and did expressly confess that the same Declaration was, in all things true. Therefore, it was considered by the Judges of the same General Court then, that the said Samuel Chamberlaine, Robert Lloyd Nicols, & Susanna his wife, recover against the said Samuel Earle, their Debt aſd. in form aſd. acknowledged, and also the quantity of four hundred & sixty three pounds of Tobacco, for their Damages, which they had sustained, as well by reason of the detention of that Debt, as for their Costs & Charges by them about their suit, in that behalf expended, to the same Samuel Chamberlaine, Robert Lloyd Nicols and Susanna his wife, by the Judges of the same Court then with their assent adjudged, of the Goods & Chattels which belonged to the said Richard Tilghman Earle, at the time of his death, in the hands of the said Samuel Earle, to be administered, being, if he had so much in his hands to be administered, and if he had not so much in his hands to be administered, then the Damages aſd. of the proper Goods & Chattels of him the said Samuel Earle, to be levied, and the said Samuel Earle in mercy &c. — And the said Samuel Chamberlaine, Robert Lloyd Nicols, & Susanna his wife, then and there released the penalty on payment of the sum of five hundred & 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 &c. — as by the Record of the proceedings in the plea aſd. and of the Judgment aſd. now remaining in the same Court, of the said State, Reference being thereto had, is manifest & more fully & at Large appears. which said Judgment, so as aſd. had & obtained by the said Samuel Chamberlaine, Robert Lloyd Nicols & Susanna his wife, was so had & 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 & just Debt, due and owing to him the said Thomas Chamberlaine, and secured by the said Richard Tilghman Earle, by the same writing Obligatory to the said Samuel Chamberlaine, Susanna Nicols and James Lloyd Chamberlaine, in manner and form aſd. for the use of the said Thomas Chamberlaine, and the said Nicholas Hammond in behalf of the said State saith, that the aſd. Judgment, so as aſd. had & obtained against the said Samuel Earle, yet remains in its full force & effect & 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 aſd. to wit, the tenth day of December, in the year seventeen hundred & ninety, the said Thomas Chamberlaine died, to wit, at Talbot County aſd. having before that time duly made & executed his last Will & Testament in writing, and appointed Robert Lloyd Nicols, Ennalls Martin & Perry Benson, (at whose instance, and for whose use the original writ of the said State in this Cause, was sued out & imprinted) the Executors thereof, and the said Nicholas Hammond in behalf of the said State further saith, that divers goods, Chattels & effects, which were of the said Richard Tilghman Earle, at the time of his death, to the value of the aſd. sum of one thousand pounds Current money, after the death of the said Richard Tilghman Earle came to the hands of the said Samuel Earle, & remained in his hands to be administered at the time of the obtention of the Judgment aſd. by the said Samuel Chamberlaine, Robert Lloyd Nicols & Susanna his wife, against him the said Samuel Earle, in manner & form aſd. to wit, at Queen Ann's County aſd. and that he the said Samuel Earle, afterwards, to wit, the first day of May, in the year seventeen hundred & eighty nine, at Queen Ann's County aſd. did waste the said Goods, Chattels & effects, and did dispose of & convert the same to his own proper use, neither they the said Samuel Chamberlaine, Robert Lloyd Nicols & Susanna, his wife, nor either of them, nor the said Thomas Chamberlaine, being in any manner satisfied

of the Debt, Damages & Costs of suit aſd. so as aſd. recovered against the said Samuel Earle or any part thereof, by reason whereof the said Samuel Earle became liable, & ought to have paid to the said Thomas Chamberlaine in his liftime, for whose use the Judgment aſd. was recovered, as aſd. or to the said Robert Lloyd Nicols, Ennalls Martin & Perry Benson, after the death of the said Thomas Chamberlaine, the Debt, Damages & Costs aſd. so as aſd. recovered by them the said Samuel Chamberlaine, Robert Lloyd Nicols & Susanna, his wife, against the said Samuel Earle, for the use of the said Thomas Chamberlaine, according to the form & effect of the Condition of the writing Obligatory aſd. in the plea of the said Cornelia Sewell mentioned. — Nevertheless the said Samuel Earle, at the often thereto required, the Debt, Damages and Costs aſd. so as aſd. recovered against him by the Judgment aſd. or any part or parcel thereof, to the aſd. Thomas Chamberlaine, in his liftime, or to the said Robert Lloyd Nicols, Ennalls Martin & 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 liftime, and to the said Robert Lloyd Nicols, Ennalls Martin & ~~Perry~~ 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, wherefore he prays Judgment in behalf of the said State for the Debt aſd. together with the Damages for the detention of the said Debt, to the said State to be adjudged &c. 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 aſd. and against whom the same Judgment was obtained, and the said Samuel Earle mentioned in the Condition of the same writing obligatory & also herein & in the plea of the said Cornelia Sewell, are one & the same person, & not others nor divers, and that the said Thomas Chamberlaine deceased, herein mentioned whose Executors, the said Robert Lloyd Nicols, Ennalls Martin & Perry Benson are ~~divers~~ one & the same person, & not other nor divers &c. and the said Nicholas Hammond in behalf of the said State, brings here into Court, the Letters Testamentary of the said Thomas Chamberlaine, whereby it does appear to the Court here, that the said Robert Lloyd Nicols, Ennalls Martin & Perry Benson are the Executors of the last will & Testament of the said Thomas Chamberlaine, and thereof, to have the administration ought &c. — N. Hammond pl. State. — And the said Nicholas Hammond, in behalf of the said State prays that the said Cornelia Sewell may rejoin to the Replication aſd. of the said State, in the plea aſd. whereupon it is ruled by the Court here, that the said Cornelia Sewell do rejoin to the Replication aſd. of the said State, in the plea aſd. and if she doth not rejoin to the Replication aſd. of the said State, Judgment will be rendered against her by Default, and the said Cornelia Sewell, by her Attorney aſd. prays leave of the Court here to imparle until the second Tuesday of April next, to rejoin to the Replication aſd. of the said State, in the plea aſd. and she hath it, the same day is given to the said State, then &c. — At which said second Tuesday of April, seventeen hundred & ninety Eight, come again into Court here, the parties aſd. by their Attorneis aſd. Thereupon further process of and upon the premises aſd. between the parties aſd. by consent of the said parties and their Attornies aſd. and by order of the Court here, thereon, is 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 Court here, the parties aſd. by their Attornies aſd. Thereupon further process of & upon the premises aſd. between the parties aſd. by consent of the said parties & their Attornies aſd. and by order of the Court here thereon, is further continued until the second Tuesday of April then next. — At which said second Tuesday of April, seventeen hundred and ninety nine, come again into Court here, the parties aſd. by their attornies aſd. Thereupon further process of & upon the premises aſd. between the parties aſd. by consent of the said parties & their attornies aſd. and by order of the Court here thereon, is further continued until the second Tuesday of September then next — At which said second Tuesday of September Seventeen hundred & ninety nine, come again into Court here, the parties aſd. by their attornies aſd. Thereupon further process of and upon the premises aſd. between the parties aſd. by consent of the said parties & their attornies aſd. and by order of the Court here, thereon, is further continued until the second Tuesday of April then next. — At which said second Tuesday of April one thousand eight hundred, come again into Court here, the parties aſd. by their Attornies aſd. Thereupon further process of & upon the premises aſd. between the parties aſd. by consent of the said parties & their attornies aſd. & by order of the Court here, thereon, was further continued until the second Tuesday of September then next. — At which said second Tuesday of September, eighteen hundred, come again into Court here, the parties aſd. by their Attornies aſd. Thereupon further process of & upon the premises aſd. between the parties aſd. by consent of the said parties & their Attornies aſd. & by order of the Court here thereon, is further continued until the second Tuesday of April then next. — At which said second Tuesday of April, Eighteen hundred & one, come again the parties aſd. by their Attornies aſd. Thereupon further process of & upon the premises aſd. between the parties aſd. by consent of the said parties & their Attornies aſd. and by order of the Court here thereon, was further continued until the second Tuesday of September then next. —