said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and the said defendant prays further leave to imparle hereunto until next Court and he hath it and the same day is given to the plaintiff also At which said next Court to wit the day of September Anno Domini 1776 come again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said Cause is continued until next Court according to Act of Assembly At which said next Court to wit the day of April Anno Domini 1777 comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the day of September Anno Dominie 1777 comes again as well the said Plaintiff by his Attorney aforesaid as the said defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 12th day of May Anno Domini 1778 comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 13th day of October Anno Domini 1778 comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said Cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 11th day of May Anno Domini 1779 come again as well the said Plaintiff by his Attorney aforesaid as the said defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 12th day of October Anno Domini 1779 comes again as well the said plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit The 22d day of May Anno Domini 1780 to which day May Term 1780 by an Act of Assembly for that purpose made was adjourned comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 10th day of October Anno Domini 1780 comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 8th day of May Anno Domini 1781 comes again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and thereupon the said cause is further continued until next Court according to Act of Assembly At which said next Court to wit the 9th day of October Anno Domini 1781 come again as well the said Plaintiff by his Attorney aforesaid as the said Defendant in his proper person and the said John Reynell by his Attorney aforesaid prays that the said Robert Sims to his declaration aforesaid above against him may answer but the said Robert Sims altho' solemnly called cometh not but makes default whereby the said John Reynell remains against the said Robert Sims wholly undefended Therefore it is considered by the Judges here that the said John Reynell recover against the said Robert Sims as well the sum of two hundred and forty six pounds twelve Shillings and four pence his debt aforesaid as also the sum of

pounds of Tobacco by the Court here unto him on his Assent adjudged as well for his damages sustained by occasion 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 Defendant in Mercy &c.

Test Thos. B. Hodgkin Cl.

AA. Ephraim Howard
vs
JTC. John Worthington

Command was given to the Sheriff of Ann Arundel County that he should take John Worthington the elder late of Ann Arundel County Farmer if he should be found in his Bailiwick and him should safe keep so that he might have his body before the Judges of our General Court of the Western Shore of Maryland to be held at Annapolis on the second Tuesday of October next to answer unto Ephraim Howard of a plea of Trespass upon the case &c. and that thereof he should not fail at his peril and should have then and there that writ &c. At which said second Tuesday of October being the 12th day of the same month Anno Domini 1779 comes the said Ephraim Howard by Richard Ridgely his Attorney and the Sheriff Ann Arundel County to whom the aforegoing writ was directed likewise comes and makes return thereof to the Court here thus Endorsed to wit Cepi John Burgess Shff. And the said John Worthington by Jeremiah Townly Chase his Attorney comes and defends the force and injury when and so forth and prays leave to imparle hereunto until next Court and he hath it and the same day is given to the plaintiff also At which said next Court to wit the 22d day of May Anno Domini 1780 to which day May Term 1780 by an Act of Assembly for that purpose made was adjourned come again the said parties Plaintiff and defendant by their Attornies aforesaid and the said Ephraim Howard by Richard Ridgely his Attorney declared against the said John Worthington in the plea aforesaid as follows Viz. Ann Arundel County to wit John Worthington the Elder late of Ann Arundel County Farmer was attached to answer unto Ephraim Howard of a plea of Trespass upon the case and so forth And whereupon the said Ephraim Howard by Richard Ridgely his Attorney complains that whereas on the first day of August in the year of our Lord seventeen hundred and seventy eight at Ann Arundel County aforesaid it was agreed between the said Ephraim Howard and the aforesaid John Worthington in manner and form following that is to say that he the said John should sell and deliver of to the said Ephraim five hundred Bushels of Wheat and Rye and deliver the same to the said Ephraim at his the said Ephraims dwelling Plantation in the County aforesaid on demand and that the said Ephraim should there accept of the same wheat and Rye and should pay and satisfy for the same unto the said John at the Rate of fourteen Shillings for each and every Bushel of wheat and Rye to be Merchantable which he the said John should deliver as aforesaid and afterwards to wit on the day and year aforesaid at the County aforesaid a certain discourse was had and moved between the said John and Ephraim of and concerning the aforesaid Agreement and upon that discourse the said Ephraim then and there agreed and faithfully promised the said John to perform and fulfil the Agreement aforesaid in all things on the part of him the said Ephraim to be performed and fulfilled according to the Form and effect of the agreement aforesaid and in consideration thereof the said John then and there agreed and faithfully promised the said