James Cheston by Richard Ridgely his attorney aforesaid; And the Sheriff of Harford County aforesaid, to wit, R. Amoss Gentleman, to whom the said aforegoing writ was in form aforesaid directed, likewise comes and makes return thereof, thus endorsed, to wit —

"Cepi Copy left Septr. 17th 1787" R. Amoss Sheriff

And the said Joshua Aldridge by Zebulon Hollingsworth his attorney appears in Court here, And thereupon on Motion of the aforesaid James Cheston by his attorney aforesaid, It is ruled by the Court here, that the said Joshua Aldridge give special bail to the Action aforesaid in the plea aforesaid; Whereupon the said Joshua Aldridge by his attorney aforesaid files in Court here, the following bail piece, to wit —

James Cheston } You Joshua Brown and Daniel Durbin do jointly and
vs severally acknowledge yourselves special bail for Joshua Aldridge
Joshua Aldridge } in an Action of Debt brought by James Cheston against yr. said Joshua Aldridge in the General Court to October next — They acknowledge themselves to be content therewith this twenty ninth day of October One thousand seven hundred and eighty seven

Acknowledged before — Jab. Christie (seal)
Saml. Hughes (seal)

To the Honorable the Judges of the Genl. Court —

I do hereby Ingagen and appoint Zebulon Hollingsworth Esqr. to appear for me to yr. above Action and to act and do according to Law — Given under my hand and seal this 29th Day of Octr. 1787 —

Test. J. Christie — Joshua Aldridge (seal)

And thereupon on Motion of the aforesaid James Cheston by his attorney aforesaid, It is ruled by the Court here, that the said Joshua Aldridge answer to the Declaration aforesaid of the aforesaid James Cheston in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; and the said Joshua Aldridge by his attorney aforesaid defends the force and injury when and so forth; and prays leave of the Court here to Imparle until the second Tuesday of May next, and then to answer to the Declaration aforesaid of the aforesaid James Cheston in the plea aforesaid, and to him it is granted the same day is given to the aforesaid James Cheston also —

At which said second Tuesday of May being the thirteenth day of the same month in the year of our Lord, one thousand seven hundred and eighty eight, to which said day, the said Joshua Aldridge had leave to Imparle, and then to answer to the Declaration aforesaid of the aforesaid James Cheston in the plea aforesaid, come again into the General Court here, as well the aforesaid James Cheston by his attorney aforesaid, as the said Joshua Aldridge by his attorney aforesaid; And the said Joshua Aldridge by his attorney aforesaid (as before) defends the force and injury when and so forth, and saith that the aforesaid James Cheston his action aforesaid against him to have or maintain ought not &c. because he saith that he the said Joshua

Aldridge did pay unto the aforesaid James Cheston the said sum of money in the Condition of the said writing Obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing Obligatory and this he is ready to verify, wherefore he prays Judgment if the aforesaid James Cheston his action aforesaid against him to have or maintain ought and so forth &c.

And the aforesaid James Cheston by his attorney aforesaid saith that he by any thing by the said Joshua Aldridge above in pleading alleged from having or maintaining his action aforesaid against him ought not to be precluded, because he saith that the said Joshua Aldridge hath not paid unto him the aforesaid James Cheston the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Joshua Aldridge above by pleading hath alleged, and this he prays may be enquired of by the Country, and the said Joshua Aldridge in like manner and so forth — Therefore let a Jury thereon appear before the Court here, on the second Tuesday of October next, by whom and so forth and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth.

And now at this day to wit, the said second Tuesday of October being the fourteenth day of the same Month, in the year of our Lord, one thousand seven hundred and eighty eight, come again into the General Court here, as well the aforesaid James Cheston by his attorney aforesaid, as the said Joshua Aldridge by his attorney aforesaid; and the said Joshua Aldridge by his attorney aforesaid, relinquishing the avowment aforesaid, above by him pretended says, that he cannot deny the action aforesaid of the aforesaid James Cheston, so as aforesaid against him brought, nor but that he owes to the aforesaid James Cheston the aforesaid sum of three hundred and eighteen pounds four shillings Current Money in manner and form aforesaid so as the aforesaid James Cheston above against him hath declared —

Therefore it is considered by the Court here, that the aforesaid James Cheston recover against the said Joshua Aldridge as well the sum of three hundred and eighteen pounds four shillings Current Money his Debt aforesaid in form aforesaid confessed as the Quantity of seven hundred and eight pounds of Tobacco by the Court here into the aforesaid James Cheston on his assent adjudged, for his damages which he hath sustained as well by reason 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 Joshua Aldridge in mercy and so forth —

Memorandum, Judgment rendered in this cause, on the twenty second day of October in the year of our Lord, one thousand seven hundred and eighty eight, for the Penalty and Costs of Suit, and the plaintiff agrees to release the penalty upon the payment of Principal, Interest and Costs, and agrees to stay Executions until the Payments if any to be allowed —

Test. John Irwin Clerk

22 sides