said Daniel on the first day of January one thousand seven hundred and eighty six at Charles County aforesaid was indebted unto the said Thomas in his life time in the sum of Two hundred and fourteen pounds three shillings and nine pence half penny Current money for Sundry matters properly chargeable in Account, as by an Account hereto annexed will appear, upon himself, in Consideration thereof then and there assumed to the said Thomas in his life time and then and there the same faithfully promised to pay — And whereas the said Daniel also afterwards, to wit on the day and year aforesaid at the County aforesaid, being indebted to the said Thomas in his life time in one other sum of Two hundred and fourteen pounds three shillings and nine pence Current money for divers Quantities of Tobacco bought by the said Daniel of the said Thomas, and by the said Thomas in his life time sold and delivered to the said Daniel, in Consideration thereof the said Daniel assumed upon himself the Payment of the sum aforesaid to the said Thomas the day and year aforesaid — And whereas the said Daniel also afterwards, to wit, the day and year aforesaid at Charles County aforesaid, for and in Consideration of Divers other Quantities of Tobacco to him at his special Instance and request, by the said Thomas in his life time sold and delivered, he the said Daniel promised to pay all such sums of money as the said Quantities of Tobacco were reasonably worth, and the said Cecelia in fact saith, that the said Quantities of Tobacco were at the time of the sale and delivery by the said Thomas in his life time to the said Daniel of the value of Two hundred pounds Current Money to wit in the life time of the said Thomas the day and year aforesaid at the County aforesaid — Nevertheless the said Daniel not regarding his promises aforesaid, did not to the said Thomas in his life time pay, nor to the said Cecelia since the death of the said Thomas, the whole or any part of the sums aforesaid but craftily and subtilly intending to deceive the said Thomas in his life, and since his decease the said Cecelia, the often thereto requested by the said Thomas in his life time, and since his decease by the said Cecelia, yet he the said Daniel hath always hitherto refused to pay the same or any part thereof he the said Thomas in his life time, or to the said Cecelia since his decease, to the damage of her the said Cecelia in the sum of two hundred pounds Current Money and therefore she brings suit and so forth — and produces to the Court here the Letters Testamentary aforesaid by which it appears that letters of administration were granted as aforesaid —

F. B. Key for Pltff. Pledges to pros. John Doe & Rich. Roe —

And the said William Hilgore and Thomas Reeder referees as aforesaid in pursuance of the order of reference aforesaid, returned to the Court here the following Accounts and award, to wit —

Here insert the Accounts,

Cecelia Bond admx of Thomas Bond
vs
Daniel Jenifer Junr.

2d October 1788. Upon the hearing of both Parties, and from the face and Circumstances of the Accounts of both Plaintiff and Defendant, we the Subscribers do determine and award — That Judgment shall be entered up for the Plaintiff for the sum of Three hundred and fifty three pounds, nine shillings Current Money to be released upon the Defendants paying One hundred and seventy six pounds fourteen Shillings and six pence Current money with legal Interest from this date till paid and Costs of Suit —

Wm: Hilgore
Thos A. Reeder

And thereupon Cecelia Bond Administratrix as aforesaid having complied with the requisites, in order to have Judgment upon the award aforesaid, by her attorney aforesaid, pray Judgment of and upon the award so as aforesaid returned together with the Costs and charges, by her about her suit in this behalf laid out and expended, to her to be adjudged and so forth — Therefore it is considered by the Court here that the said Cecelia Bond Administratrix as aforesaid recover against the said Daniel Jenifer as well the sum of Three hundred and fifty three pounds nine Shillings Current Money her damages aforesaid, by the arbitrators aforesaid, so as aforesaid awarded, as also the sum of five hundred and ninety eight pounds and one fifth of a pound of Tobacco by the Court here unto her on her absent adjudged for her costs and charges by her about her suit in this behalf laid out and expended — and the said Daniel Jenifer in Mercy and so forth —

Memorandum, Judgment rendered on the award on the eighth day of November in the year of our Lord, One thousand seven hundred and eighty eight, for the sum of Three hundred and fifty three pounds nine shillings Current Money and Costs of Suit; To be released on the Defendants paying the sum of One hundred and seventy six pounds, fourteen Shillings and six pence Current Money with Interest from the second day of October in the year of our Lord One thousand seven hundred and eighty eight and Costs — Test. John Irwin Clerk —

Samuel Hanson
against
Luke Marbury

Be it remembered, that heretofore, to wit, on the twenty ninth day of September in the year of our Lord One thousand seven hundred and eighty six, the said Luke Marbury by John Allen Thomas his attorney sued out of the General Court here the State of Marylands writ of Certiorari, directed to the Justices and Clerk of Prince Georges County in the