Joshua Dorny her Attorney saith that Whereas the aforesaid Samuel Boggaß on the eighteenth day of November seventeen hundred and seventy seven at Frederick County aforesaid by his certain writing obligatory Acknowledged himself to be held and firmly bound unto the said Elizabeth in the aforesaid sum of two hundred and seventy pounds current Money to be paid to the said Elizabeth when afterwards he should be thereunto required; Nevertheless the aforesaid Samuel (although often thereunto required towit on the eighteenth day of November seventeen hundred and seventy eight and often afterwards at Frederick County aforesaid) the aforesaid sum of two hundred and seventy pounds current money to the said Elizabeth hath not rendered or paid but the same to her hitherto to render or pay he hath altogether refused and still doth refuse wherefore he says he is the worse and hath damage to the Value of two hundred and seventy pounds current money of Maryland and therefore she brings suit and so forth and brings here into Court the writing obligatory aforesaid sealed with the seal of the aforesaid Samuel which the Debt aforesaid in form aforesaid Witnesseth the date whereof is the day and year aforesaid and so forth —

J. Dorsey for Plff. Pledges and so forth, John Doe & Richard Roe.

And the aforesaid Samuel by Richard Potts his Attorney comes and defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and the Condition thereof and he hath them as follow —

Maryland, Know all Men by these presents that we William Bogole and Samuel Baugues of Frederick County are held and firmly bound unto Elizabeth Murdock in the full and just sum of two hundred and seventy pounds current money to be paid unto the said Elizabeth Murdock her certain Attorney executors administrators or assigns. To which payment well and truly to be made and done we bind ourselves our heirs executors and Administrators jointly and severally firmly by these presents. Sealed with our seals and dated this eighteenth day of November Anno Domini one thousand seven hundred and seventy seven.

The Condition of the above obligation is such that if the above bound William Bogole and Samuel Baugues do and shall well and truly pay or cause to be paid unto the said Elizabeth Murdock her certain Attorney executors Administrators or assigns the just and full sum of one hundred and thirty five pounds like money at or upon the eighteenth day of November next ensuing the date hereof with legal Interest for the same then the above obligation to be void else to remain in full force and Virtue in law.

William Bogole (seal)
Samd. Boggaß (seal)

signed sealed and Delivered in the presence of Geo: Murdock.

Which being read and heard the said Samuel Boggaß by his Attorney aforesaid 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 towit the fourteenth day of October Anno Domini seventeen hundred and eighty eight comes again as well the said Elizabeth Murdock by her Attorney aforesaid as the said Samuel Boggaß by his Attorney aforesaid. And the said Samuel Boggaß by his said Attorney as before defends the force and injury when and so forth and saith that the said Elizabeth Murdock her Action aforesaid against him to have or maintain ought not &c because he saith that he the said Samuel Boggaß did pay unto the said

Elizabeth

Elizabeth Murdock 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 said Elizabeth Murdock her Action aforesaid against him to have or maintain ought &c:

And the said Elizabeth Murdock saith that she by any thing by the said Samuel Boggaß above in pleading alledged from having and maintaining her Action aforesaid ought not to be precluded because she saith that the said Samuel Boggaß hath not paid unto her the said Elizabeth Murdock 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 in manner & form aforesaid as the said Samuel Boggaß above hath alledged And this he prays may be enquired of by the Country and the aforesaid Samuel Boggaß in like manner &c.

Whereupon this cause standing ready for trial command is given to the Sheriff of Ann Arundel County that he cause to come before the Judges of our General Court here on the second tuesday of May next twelve &c by whom &c and who neither &c to recognize &c because as well &c the same day is given to the said parties then and there &c —

At which said second tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and eighty nine comes again as well the said Elizabeth Murdock by her Attorney aforesaid as the said Samuel Boggaß by his Attorney aforesaid Nevertheless the aforesaid Samuel Boggaß by his Attorney aforesaid relinquishing the averment above by him pretended says that he cannot deny the Action aforesaid of the aforesaid Elizabeth Murdock so as aforesaid against him brought nor but that he owes to the said Elizabeth Murdock the aforesaid sum of two hundred and seventy pounds current Money in manner and form aforesaid so as the aforesaid Elizabeth Murdock above against him hath declared. —

Therefore it is considered by the Judges here that the said Elizabeth Murdock recover against the said Samuel Boggaß as well the sum of two hundred and seventy pounds current Money her debt aforesaid in form aforesaid confessed as also the sum of eight hundred and forty six pounds and three fifths of a pound of Tobacco by the Court here unto her on her assent adjudged as well for her damages sustained by occasion of the detention of that debt as for her costs and charges by her about her suit in this behalf laid out and expended and the said Defendant in mercy &c.

Memorandum, The Plaintiff releases the above Judgment on payment of forty five pounds current Money with Interest thereon from the eighteenth day of November seventeen hundred and eighty seven and Costs, Plaintiff Acknowledges receipt of twenty seven shillings for part of one years Interest,

2 Ufs. Ex.d (Test. John Gwinn Clk. —

James Haddock Smith against William Coale and Thomas Coale. —

Be it remembered that heretofore towit on the twenty second day of December Anno Domini seventeen hundred and eighty seven the Plaintiff by William Cooke his Attorney sued out of the Court here then State

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