Attorney aforesaid as before defends the force and injury when and so forth, and saith, that he did not assume upon himself in such manner and form as the aforesaid Ephraim Howard and Joshua Howard Executors aforesaid above against him have declared, And of this he puts himself upon the Country &c.

Nevertheless the aforesaid Henry Nelson by Luther Martin his Attorney aforesaid relinquishing the averment above by him pretended says that he cannot deny the Action aforesaid of the aforesaid Ephraim Howard and Joshua Howard Executors aforesaid so as aforesaid against him brought nor but that he did assume upon himself in manner and form as the aforesaid Ephraim Howard and Joshua Howard Executors aforesaid above against him have complained nor but that the said Ephraim Howard and Joshua Howard Executors aforesaid have sustained damage by occasion of the premises to the sum of one hundred and eighty four pounds nine shillings and one penny current money with Interest thereon from the third day of June seventeen hundred and eighty six to the tenth day of June seventeen hundred and eighty nine, besides their Costs and charges by them about their suit in this behalf laid out and expended.

Therefore it is considered by the Judges here that the said Ephraim Howard and Joshua Howard Executors aforesaid recover against the said Henry Nelson as well the sum of one hundred and eighty four pounds nine shillings and one penny current money with Interest thereon from the third day of June seventeen hundred and eighty six to the tenth day of June seventeen hundred and eighty nine their damages aforesaid in form aforesaid confessed as also the sum of six hundred and fifty seven pounds of Tobacco by the Court here unto them on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended, And the said Henry Nelson in Mercy &c.

Memorandum, The Plaintiffs agree to stay execution nine months.

21/2 E?

Test John Gwinn Clk.

Daniel Dulany ass.ee of Thomas Contee and John Hanson Junior against Elie Williams

Be it remembered that heretofore Court on the thirteenth day of March Anno Domini seventeen hundred and eighty eight, The Plaintiff by William Cooke his Attorney sued out of our General Court here the State of Maryland's writ of Capias Ad respondendum directed to the Sheriff of Washington County in the words and figures following to wit

The State of Maryland Sc. To the sheriff of Washington County Greeting We command you that you take Elie Williams late of Washington County Gentleman otherwise called Eli Williams of Frederick County in the Province aforesaid Merchant, if he shall be found in your bailiwick, and him safe keep, so that you have his body before the Judges of our General Court, to be held at the City of Annapolis on the second tuesday of May next to answer unto Daniel Dulany assignee (according to the form of the Act of Assembly in such case made and provided) of Thomas Contee and John Hanson Junior of a plea that he the said Elie Williams do render unto him the said Daniel Dulany the just sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling Money of the Value of eleven hundred

hundred and thirty seven pounds nineteen shillings and eight pence half penny current money of Maryland which from the said Daniel he unjustly detains and so forth, Hereof fail not at your peril, and have you then and there this writ, Witness Robert Hanson Harrison Esquire chief Judge of our said Court the 19th day of November anno Domini 1787.

Issued the 13th day of March 1788. (W Cooke) Tho. B. Hodgkin Clk

And the said Daniel Dulany assignee as aforesaid by his Attorney aforesaid declared against the said Elie Williams in the plea aforesaid as follows to wit

Western Shore State of Maryland and Washington County to wit Elie Williams late of Washington County Gentleman otherwise called Eli Williams of Frederick County in the Province aforesaid Merchant was summoned to answer unto Daniel Dulany assignee (according to the form of the Act of Assembly in such case made and provided) of Thomas Contee and John Hanson Junior of a plea that he the said Elie Williams do render unto him the said Daniel Dulany the just sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling of the Value of eleven hundred and thirty seven pounds nineteen shillings and eight pence half penny current money of Maryland which from the said Daniel Dulany he unjustly detains and so forth, And whereupon the said Daniel Dulany by William Cooke his Attorney says that whereas the aforesaid Elie Williams on the twenty fifth day of February in the year of our Lord seventeen hundred and seventy four at Washington County aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto Thomas Contee and John Hanson Junior in the aforesaid sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling to be paid unto the said Thomas Contee and John Hanson Junr when afterwards he the said Elie Williams should be thereunto required, the said Thomas Contee and John Hanson Junior afterwards to wit on the fifth day of November in the year seventeen hundred and seventy seven at the City of Annapolis in Ann Arundel County (having first made oath before Allen Quynn then one of the Justices of the peace of the State of Maryland for Ann Arundel County aforesaid, that no part of the money mentioned in the Condition of the said writing obligatory had been paid or satisfied or any Interest thereon to them the aforesaid Thomas Contee and John Hanson Junior or either of them, excepting the several sums of Money on the said writing obligatory indorsed) by a writing upon the said writing obligatory made with their proper hands subscribed and with the seals of them the said Thomas Contee and John Hanson Junr sealed bearing date the day and year last aforesaid according to the force form and effect of the Act of Assembly aforesaid, the said writing obligatory and the aforesaid sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling money therein mentioned unto him the said Daniel Dulany did assign whereof the aforesaid Elie Williams afterwards to wit at Washington County aforesaid on the day and year last aforesaid had notice by virtue whereof and also by force of the Act of Assembly in such cases lately made and provided Action hath accrued unto him the said Daniel Dulany to demand and have of him the aforesaid Elie Williams the aforesaid sum of sterling money, And the said Daniel Dulany in fact says that the said sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling money at the time of making the writing obligatory aforesaid was always hitherto hath been and still is of the Value of eleven hundred and thirty seven pounds nineteen shillings and eight pence half penny current money of Maryland to wit at Washington County aforesaid, Nevertheless the