Value thereof in current money or any part thereof, or of the Value thereof to him the said Augustus to content or to pay they the said John and Francis have hitherto altogether refused and still do refuse whereby the said Augustus saith he is the worse and hath damage to the Value of ninety pounds current money of Maryland and therefore he brings suit and so forth and brings here into Court the writing obligatory aforesaid sealed with the seals of the aforesaid John and Francis which the debt aforesaid in form aforesaid Witnesseth the date whereof is the day and year aforesaid and so forth.

Richard Potts for the Plaintiff — Pledges and so forth { John Doe and Richard Roe

Oyer of the writing obligatory in the Declaration aforesaid mentioned, and of the condition of the same thereof follows.

Know all Men by these presents that we John Sheaver of York County and province of Pennsylvania Blacksmith and Francis Hammer of Tawney Town hundred Frederick County Maryland yeoman are held and firmly bound unto Augustus Sharra of Tawney Town hundred Frederick County Maryland in the sum of one hundred pounds hard money estimating dollars at seven shillings and six pence half Johannas at three pounds to be paid unto the said Augustus Sharra his heirs Ex.rs Adm.rs or assigns, to which payment well and truely to be made we bind ourselves our heirs Ex.rs Adm.rs firmly by these presents sealed with our seals dated this twentyeth day of March in the year of our Lord God one thousand seven hundred & eighty two

The Condition of this present obligation is such that if the above bounden John Sheaver and Francis Hammer or any of them their heirs Ex.rs or Adm.rs do well and truly pay or cause to be paid unto Augustus Sharra his heirs Ex.rs Adm.rs or assigns the just and full sum of fifty pounds of the like currency aforesaid at or upon the first day of May in the year of our Lord God one thousand seven hundred and eighty six then this present Obligation to be void and of none effect else to stand and remain in full force and Vertue.

Signed Sealed and Delivered, in the presence of us — Cornelius Sullivan, Geo. Lingenfelder, Tobias Kindiddler } Johannes Hoffer — (seal) Frisby Gremmer — (seal)

And the said John Sheaver and Francis Hammer by their attorney aforesaid defend the force and injury when and so forth, and pray leave of the Court here to imparle hereunto until next Court and they have it and the same day is given to Plaintiff also.

At which said next Court to wit, the second tuesday ~~tuesday~~ of October being the fourteenth day of the same month Anno Domini seventeen hundred and eighty eight, comes here again into our General Court as well the said Augustus Sharra by his attorney aforesaid as the said John Sheaver and Francis Hammer by their attorney aforesaid, And the said John Sheaver and Francis Hammer by their attorney aforesaid as before defend the force and injury when and so forth, and say that the said Augustus Sharra his action aforesaid against them to have or maintain ought not &c. because they say that they the said John Sheaver & Francis Hammer did pay unto the said Augustus Sharra 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 they are ready to verify wherefore they pray Judgment if the said Augustus Sharra his action aforesaid against them to have or maintain ought &c.

And the said Augustus Sharra saith that he by anything by the said John Sheaver and Francis Hammer above in pleading alledged from having or maintaining his action aforesaid

aforesaid against them ought not to be precluded because he saith that the said John Sheaver and Francis Hammer has not paid unto him the said Augustus Sharra the said sum of Money in the Condition aforesaid mentioned with the interest thereon in such manner and form as the said John Sheaver and Francis Hammer above by pleading have alledged, and of this he prays may be enquired of by the Country and the said John Sheaver and Francis Hammer in like manner and so forth.

Therefore let a Jury thereon appear before the Judges of our General Court here on the second tuesday of May next, 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.

And now here at this day to wit the said second tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and eighty nine, comes again here into our General Court as well the said Augustus Sharra by his Attorney aforesaid as the said John Sheaver and Francis Hammer by their attorney aforesaid.

Nevertheless the said John Sheaver and Francis Hammer by their Attorney aforesaid relinquishing the averment above by them pretended, say that they cannot deny the Action aforesaid of the said Augustus Sharra so as aforesaid against them brought, nor but that they owe to the said Augustus Sharra the said sum of one hundred pounds current money in manner and form aforesaid so as the said Augustus Sharra above against them hath declaried.

Therefore it is considered by the Judges here that the said Augustus Sharra recover against the said John Sheaver and Francis Hammer as well the sum of one hundred pounds current money his debt aforesaid in form aforesaid confessed as also the Quantity of nine hundred and twenty one pounds and one fifth of a pound of Tobacco by the Court here unto the said Augustus Sharra on his assent adjudged as well for his damages sustained 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 Defendants in mercy &c.

Memorandum, Judgment was rendered in this cause on the fifteenth day of May Anno Domini seventeen hundred and eighty nine, for penalty and costs of suit, To be released on the payment of the principal, with interest thereon from the day of payment mentioned in the Bond, and the Plaintiff agrees to stay Execution until the first Ex.d day of August next, payments if any to be allowed, Test. John Gwinn Clk.

Augustus Sharra against John Sheaver and Francis Hammer

Be it remembered that heretofore to wit on the fifth day of March Anno Domini seventeen hundred and eighty eight, The Defendants by Baker Johnson their Attorney sued out of our General Court here the State of Marylands writ of Habeas Corpus directed to the Justices and Sheriff of Frederick County in the words and figures following to wit

The State of Maryland Sc. To the Justices and Sheriff of Frederick County Greeting Whereas a certain John Sheaver and Francis Hammer are detained in the prison of our said County under the custody of you our said sheriff at the suit of a certain Augustus Sharra in a plea of Debt and so forth, which said plea still remains before you our said Justices undetermined as it is said and we being willing for divers causes that the plea aforesaid undetermined as aforesaid should be heard and determined before the Judges of our General Court do therefore command you that you