aforesaid against him hath complained. — And because the said Christopher Court cannot deny, but that the said Mordecai Jacob has not, nor on the day of the impetration of the writ aforesaid of him the said Christopher Court, or ever after, had any goods or chattels which belonged to the said Jemima Jacob at the time of her death, in his hands to be administered, sufficient to satisfy the said Christopher Court his damages aforesaid, he the said Christopher Court prays Judgment, and his damages aforesaid to be adjudged to him, to be levied on the goods and chattels which belonged to the said Jemima Jacob at the time of her death, which shall hereafter come to the hands of the said Mordecai Jacob executor as aforesaid to be administered and soforth.

Therefore it is considered by the Judges here that the said Christopher Court recover against the said Mordecai Jacob executor as aforesaid, as well the sum of two hundred and five pounds, three shillings and five pence half penny currentmoney his damages aforesaid in form aforesaid confessed as also the quantity of eight hundred and thirty four pounds and one fifth of a pound of tobacco by the court here unto him on his assent adjudged as well for his costs and charges by him about his suit in this behalf laid out and expended: to be levied on the goods and chattels which belonged to the said Jemima Jacob at the time of her death, and which shall hereafter come to the hands of the said Mordecai Jacob executor as aforesaid to be administered. And the said Mordecai Jacob executor as aforesaid in mercy and soforth.

Memorandum, Judgment was rendered in this cause on the first day of June Anno Domini one thousand seven hundred and eighty nine.

Test

John Gwinn Clk.

Charles Carroll against John Lynch.

Be it remembered, that heretofore to wit on the twenty fifth day of January Anno Domini one thousand seven hundred and eighty eight, Charles Carroll 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 Baltimore county in the words and figures following to wit

The State of Maryland Sc. To the sheriff of Baltimore county Greeting We command you that you take John Lynch late of Baltimore county gentleman, otherwise called John Lynch major of the fourth Maryland regiment, 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 Charles Carroll of Carrollton of a plea that he render unto him the sum of four hundred pounds sterling money of the value of six hundred and sixty six pounds thirteen shillings and four pence currentmoney, which from him he unjustly detains and soforth. 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 25th day of January 1788.

(W. Cooke) (Thos. B. Hodgkin Clk

And.

And the said Charles Carroll by his attorney aforesaid declares against the said John Lynch in the plea aforesaid as follows to wit

Western Shore State of Maryland and Baltimore county to wit: John Lynch late of Baltimore county gentleman, otherwise called John Lynch major of the fourth Maryland regiment was summoned to answer unto Charles Carroll of Carrollton of a plea that he render unto him the sum of four hundred pounds sterling money of the value of six hundred and sixty six pounds thirteen shillings and four pence currentmoney which from him he unjustly detains and soforth. — And whereupon the said Charles Carroll by William Cooke his attorney says that whereas the aforesaid John Lynch on the nineteenth day of September in the year of our Lord seventeen hundred and eighty three at Baltimore county aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto him the said Charles Carroll in the aforesaid sum of four hundred pounds sterling money to be paid to him the said Charles Carroll when afterwards he the said John Lynch should be thereunto required. And the aforesaid Charles Carroll in fact saith, that the aforesaid sum of four hundred pounds sterling at the time of making the writing obligatory aforesaid was always since hath been and still is of the value of six hundred and sixty six pounds thirteen shillings and four pence currentmoney of Maryland to wit at Baltimore county aforesaid. Nevertheless the said John Lynch altho' often thereunto required the aforesaid sum of sterling money or the value thereof as aforesaid to him the said Charles Carroll hath not rendered or paid, but the same sum of sterling money or the value thereof as aforesaid unto him the said Charles Carroll to render or pay he the said John Lynch hath hitherto altogether refused and still doth refuse wherefore the said Charles Carroll saith he is the worse and hath damage to the value of one thousand pounds currentmoney of Maryland, and therefore he brings suit and soforth, and brings here into Court the writing obligatory aforesaid, sealed with the seal of the said John Lynch which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year aforesaid and soforth.

William Cooke for the Plaintiff — Pledges and soforth { John Doe and Richard Roe.

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

Know all Men by these presents that we John Lynch major of the fourth Maryland regiment and Richard Ridgely, of the county of Baltimore attorney at law are held and firmly bound unto Charles Carroll of Carrollton Esquire in the sum of four hundred pounds sterling money to be paid to the said Charles Carroll his certain attorney executors administrators or assigns, to which payment well and truly to be made, we bind ourselves, our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals. — dated the 19th day of September in the year of our Lord one thousand seven hundred and eighty three. — The condition of this obligation is such, that if the above bounden John Lynch his heirs executors administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Charles Carroll of Carrollton his certain attorney executors administrators or assigns the just sum of two hundred pounds sterling money — payable in English golden guineas at twenty one shillings each and Mexican dollars at four shillings & six pence each, with legal interest thereon from this date without any fraud or further delay, then the above obligation to be void, else to be and remain in full force and virtue.

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