To the honorable the Judges of the General Court.

To Richard Ridgely Esquire Attorney for the Defendant. —

And the said Edward Burgess by his attorney aforesaid defends the force and injury when and soforth, and prays leave of the Court to imparle hereunto until next Court, and he hath it, and the same day is given to the said Thomas Bradock executor as aforesaid also. —

At which said next Court tourt, the second tuesday of May being the thirteenth day of the same month Anno Domini one thousand seven hundred and eighty eight. come again here into our General Court as well the said Thomas Bradock executor as aforesaid, by his attorney aforesaid, as the said Edward Burgess by his attorney aforesaid And the said Edward Burgess by his attorney aforesaid as before defends the force and injury when and soforth, and prays further leave of the Court to imparle hereunto until next Court, and he hath it, and the same day is given to the said Thomas Bradock executor as aforesaid also. —

At which said next Court tourt, the second tuesday of October being the fourteenth day of the same month Anno Domini one thousand seven hundred and eighty eight come again here into our General Court as well the said Thomas Bradock executor as aforesaid by his attorney aforesaid, as the said Edward Burgess by his attorney aforesaid. And the said Edward Burgess by his attorney aforesaid as before defends the force and injury when and soforth, and saith, that the said Thomas Bradock executor as aforesaid his action aforesaid thereof against him to have and maintain ought not, because he saith, that he the said Edward Burgess did pay unto the said Thomas Bradock executor as aforesaid the sum of money in the Bill obligatory mentioned with ligal interest thereon according to the form and effect of the said Bill obligatory, and this he is ready to verify, wherefore he prays Judgment, if the said Thomas Bradock executor as aforesaid his action aforesaid against him to have and maintain, ought andsoforth. —

And the said Thomas Bradock executor as aforesaid saith, that he, by any thing by the said Edward Burgess above in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded, because he saith, that the said Edward Burgess hath not paid unto him the said Thomas Bradock executor as aforesaid the said sum of money in the Bill obligatory aforesaid mentioned, with the interest thereon in such manner and form, as the said Edward Burgess above in pleading hath alledged, and of this he prays may be enquired of by the country, and the said Edward Burgess in like manner andsoforth.

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second tuesday of May next, by whom and soforth, and who neither and soforth, to recognize and soforth, because as well and soforth, the same day is given to the said parties then and there and soforth. —

And now here at this day to wit, the said second tuesday of May being the twelfth day of the same month Anno Domini one thousand seven hundred and eighty nine, come again here into our General Court as well the said Thomas Bradock executor as aforesaid by his attorney aforesaid, as the said Edward Burgess by his attorney

attorney aforesaid. — And the Surors of that Jury whereof mention is within made being called come that is to say James Machubbin, Jesse Bourne Junior, John Digges Archibald Golder, Gabriel Jacob, Richard Forrest, Samuel Durham, John Craigg, — Sutton Isaac Weems, Thomas Gardner, Sodwick Young and Harry Dorsey Gough who being duly elected, tried and sworn to say the truth in the premises upon their oath do say that the said Edward Burgess did not pay unto him the said Thomas Bradock executor as aforesaid the within mentioned sum of money, as he the said Edward Burgess within by pleading hath alledged, and they find the sum of four hundred and seventy seven pounds twelve shillings and one penny farthing currentmoney to be due to the said Thomas Bradock executor as aforesaid from the said Edward Burgess on the Bill obligatory within mentioned. —

Therefore it is considered by the Judges here, that the said Thomas Bradock executor as aforesaid recover against the said Edward Burgess as well the sum of four hundred and seventy seven pounds twelve shillings and one penny farthing current money his debt aforesaid by the Surors aforesaid in form aforesaid found as the quantity of eight hundred and ninety pounds and three fifths of a pound of tobacco by the Court here unto him the said Thomas Bradock executor aforesaid with his assent adjudged as well for his damages which he hath sustained by occasion 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 Edward Burgess in mercy and soforth. —

Memorandum, Judgment was rendered in this cause on the twenty second day of May Anno Domini one thousand seven hundred and eighty nine for the sum of four hundred and seventy seven pounds twelve shillings and one penny farthing currentmoney, and it is agreed, that the above Judgment shall be released on payment of sixty nine pounds eighteen shillings and four pence half penny currentmoney and interest from the seventeenth day of February one thousand seven hundred and eighty one and costs of suit, And the Plaintiff agrees to stay execution until the first day of August next

Aquila Hall attorney for the Plaintiff
Richd Ridgely, for Defendant.

N.B. The Depositions of Jacob Stansbury and Ephraim Burgess is to be filed and if Alexander Cowan is dissatisfied with this agreement it is to be void.

Test John Irvinn Clk.

Duncan Campbell
surviving obligee of
Stewart & Campbell.
against
Susanna T. Hawkins
Executrix of
George F. Hawkins.

Be it remembered that heretofore tourit on the first day of September Anno Domini one thousand seven hundred and eighty seven, Duncan Campbell surviving obligee of Stewart and Campbell by Samuel Chase and Jeremiah Townley Chase his attorneys sued out of our General Court here the State of Maryland a writ of Capias ad respondendum — directed to the sheriff of Prince Georges county

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