Fendall administrator as aforesaid by his attorney aforesaid, and the sheriff of Ann arundel county to whom the same writ was made and directed, likewise comes and makes return thereof to the Court here thus indorsed to wit

Cepi. copy left fifth May. David Stuart Shff. aa. County.

And the said sheriff, although solemnly called, to bring into Court, the body of the said Henry Ridgely according to the return of the writ aforesaid, brings him not in, but makes default, Whereupon it is adjudged, that the said sheriff be amerced, the debt and costs unless he has the body of the said Henry Ridgely here, on the second tuesday in October next.

At which said second tuesday in October court, the fourteenth day of the same month Anno Domini one thousand seven hundred and eighty eight, come again here into our General Court the said Philip Richard Fendall administrator as aforesaid, by his attorney aforesaid. And the said sheriff, being called upon to bring into Court the body of the said Henry Ridgely according to the return of the writ aforesaid, brings him in; Therefore it is adjudged, that the amercement aforesaid be struck out: And the said Henry Ridgely being called, appears and at the prayer of the said Philip Richard Fendall administrator as aforesaid by his attorney aforesaid, the said Henry Ridgely is adjudged to give special bail to the action aforesaid: Whereupon a certain Richard Dorsey of John, gentleman of Ann arundel county present here in Court, in his proper person, and undertakes for the said Henry Ridgely, that in case the said Philip Richard Fendall administrator as aforesaid shall recover Judgment against the said Henry Ridgely in the plea aforesaid, or that the said Henry Ridgely shall be therein legally convict, that then the said Henry Ridgely shall pay the Condemnation of the Court thereon, or render his body to the custody of the sheriff of Ann arundel county in satisfaction thereof, or that he the said Richard Dorsey of John will do the same for him. And the said Henry Ridgely by Richard Ridgely his attorney, defends the force and injury when and so forth, And saith that the said Philip Richard Fendall administrator as aforesaid his action aforesaid thereof against him, to have and maintain ought not, because he saith, that he the said Henry Ridgely did pay unto the said Philip Richard Fendall administrator as aforesaid the said sum of money in the Condition of the writing obligatory aforesaid mentioned, with legal interest thereon, according to the form and effect of the said Condition of the writing obligatory, And this he is ready to verify, Wherefore he prays Judgment, if the said Philip Richard Fendall administrator as aforesaid his action aforesaid against him to have and maintain ought and so forth.

And the said Philip Richard Fendall administrator saith, that he by any thing by the said Henry Ridgely before in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded, because he saith, that the said Henry Ridgely hath not paid unto him the said Philip Richard Fendall administrator as aforesaid the said sum of money, in the Condition of the writing obligatory aforesaid mentioned, with legal interest thereon, in such manner and form, as the said Henry Ridgely, before in pleading hath alledged, And of this he prays may be enquired of by the Country, and the said Henry Ridgely in like manner and so forth.

Therefore let a Jury thereon come, before the Court here, on the second tuesday in May next, by whom and so forth, and who neither and so forth, to recognize and so forth.

because



because as well and so forth, the same day is given to the said parties then and there so forth.

And now here, on this day to wit, the second tuesday in May being the twelfth day of the same month Anno Domini one thousand seven hundred and eighty nine, comes again here into our General Court, as well the said Philip Richard Fendall administrator as aforesaid by his attorney aforesaid, as the said Henry Ridgely by his attorney aforesaid. And the said Henry Ridgely by his attorney aforesaid, relinquishing the avrement aforesaid, by him pretended, and saith, that he cannot deny the action aforesaid, of the said Philip Richard Fendall administrator as aforesaid so as aforesaid against him brought, nor but that he owes to the said Philip Richard Fendall administrator as aforesaid, the said sum of eleven thousand nine hundred and twenty five pounds thirteen shillings and four pence current money, in such manner and form, as the said Philip Richard Fendall administrator as aforesaid heretofore against him hath declared.

Therefore it is considered by the Court here, that the said Philip Richard Fendall administrator as aforesaid recover against the said Henry Ridgely as well the sum of eleven thousand nine hundred and twenty five pounds, thirteen shillings and four pence current his debt aforesaid, in form aforesaid confessed, as also the quantity of six hundred and eighty pounds and one fifth of a pound of tobacco, unto the said Philip Richard Fendall administrator as aforesaid 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 Henry Ridgely in mercy and so forth.

Memorandum, Before the signing the aforegoing Judgment, the Parties aforesaid, by their attornies aforesaid filed in Court here the following Terms of Judgment to wit

Philip Richard Fendall admor of John Buchanan. against Henry Ridgely.

Judgment for the value of the penalty in current money the Plaintiff agrees to release this Judgment on payment of principal, interest and cost. the Plaintiff further agrees to release the interest during the war, if the General Court shall determine, that interest during the war is not recoverable by British Creditors, he further agrees to discount and allow all payments and Credits, which the Defendant shall satisfy Messrs. William Hammond, Hercules Courtney and James Calhoon or any two of them, that he hath made or is entitled to from the sum that appears due by the Bond in this case, such award to be made by 1st. August next.

Richard Potts.

Memorandum, Judgment was rendered in this cause on the first day of June Anno Domini one thousand seven hundred and eighty nine, for penalty, to be released on payment of principal interest and costs,

Test. John Irwin Clk.

---

John Forwood use of Archibald Campbell. against Joseph Dyer.

Be it remembered that heretofore to wit on the eighteenth day of April Anno Domini one thousand seven hundred and eighty eight, John Forwood by Richard Potts his attorney sued out of our General Court the State of Maryland's writ of Capias ad respondendum directed to the sheriff of Harford county in the words and figures following to wit

The