Coroner of the County aforesaid in pursuance of the command of the writ aforesaid and according the tenor of his return thereof as aforesaid and in compliance with the rule of the Court aforesaid and to save the amerciament aforesaid brings into Court here the body of the said John Harris Gibbs. Whereupon it is ordered by the Court here, that the rule and amerciament aforesaid be discharged and stricken out. And thereupon on motion of the said Nicholas Blacklock by his Attorney aforesaid it is ruled by the Court here that the said John Harris Gibbs answer to the declaration of the said Nicholas Blacklock in the plea aforesaid or judgment by the Court here will be entered against him in default thereof. And the said John Harris Gibbs by William Hilly his Attorney defends the force and injury when andsoforth and prays an hearing of the writing obligatory aforesaid and the Condition thereof and he hath them as follows towit, here insert the bond, which being read and heard the said John Harris Gibbs saith that the said Nicholas Blacklock his action aforesaid thereof against him the said John Harris Gibbs to have or maintain ought not because he saith that he the said John Harris Gibbs did well and faithfully execute and perform the several duties required of him as deputy Sheriff and deputy Collector of Prince George County in the State of Maryland and in all things did well and faithfully execute the said Offices according to the condition of the writing Obligatory aforesaid and this the said John Harris Gibbs is ready to verify andsoforth; wherefore he prays judgment if the said Nicholas Blacklock his action aforesaid against him to have or maintain ought andsoforth. Thereupon further process of and upon the premises aforesaid between the parties aforesaid and by order of the Court thereupon it is further continued until the second tuesday of October next. At which said second tuesday of October being the thirteenth day of the same month in the year of our Lord one thousand seven Hundred and eighty nine come again into the General Court here the parties aforesaid by their attornies aforesaid. and the said John Harris Gibbs by his attorney aforesaid as before defends the force and injury when andsoforth. Thereupon further process of and upon the premises aforesaid between the parties aforesaid and by order of the Court thereon is further continued until the second tuesday of May next.

At which said second tuesday of May being the eleventh day of the same month in the year of our Lord one thousand seven hundred and ninety, come again into the General Court here the parties aforesaid by their attornies aforesaid and



and the said Nicholas Blacklock by Thomas D. Merrick his attorney aforesaid saith that he by any thing before alledged from having his action aforesaid against the said John Harris Gibbs to be precluded ought not because protesting that he the said John Harris Gibbs in the Condition aforesaid mentioned all the matters and things in the Condition aforesaid mentioned by him the said John Harris Gibbs to be done and performed according to the form and effect of the said condition did not do and perform at the County aforesaid yet for plea he saith that the said Nicholas then being Sheriff and Collector of the said County at the County aforesaid on the first day of November in the year seventeen hundred and eighty six delivered and put into the hands of the said John Harris Gibbs as deputy sheriff and Collector to be by him collected and paid to him the said Nicholas the sum of two thousand two hundred and sixty six pounds thirteen shillings and six pence current money and upon delivery of the said sum of Current money in account regularly and fairly made out and delivered against the respective debtors thereof the said John Harris Gibbs he the said John Harris Gibbs proceeded to the Collection of the same and afterwards at the County aforesaid paid into the hands of the said Nicholas at sundry times delivers large sums of money yet neglecting of his duty and the trust aforesaid in him by the said Nicholas to the said John Harris Gibbs hath retained in his hands of the Collection aforesaid and not to the said Nicholas accounted for and settled the sum of five hundred and twenty eight pounds seven shillings and one half penny Current money being a balance and debt yet due of the Collection aforesaid so undertaken as aforesaid by the said John Harris Gibbs and payable to the said Nicholas as by the account herewith filed in this Cause by the said Nicholas will at large and more fully appear; Nevertheless the said John Harris Gibbs the said sum of five Hundred and twenty eight pounds seven shillings and one half penny Current money or any part of them or either of them to him the said Nicholas hath not contented or paid altho so to do the said John Harris Gibbs was afterwards at the County aforesaid towit on the first day of December in the year aforesaid and often thereto requested but the same to render or pay or in any manner account for and settle he hath altogether refused and still doth refuse contrary to the form and effect of the Condition aforesaid and this the said Nicholas is ready to verify; Wherefore he prays Judgment and the debt aforesaid together with the damages occasioned by the detention thereof to be adjudged to him.

Thomas D. Merrick for plaintiff.

And thereupon on motion of the Nicholas Blacklock by his attorney aforesaid it is ruled by the Court here that the said John Harris Gibbs reply to the

replication