before the Judges of our General Court here on the second tuesday of May next, twelve &c. 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

And now here at this day to wit the said second tuesday of May being the tenth day of the same month anno Domini seventeen hundred and ninety one, come again as well the aforesaid John Petty and Joseph Yates by William Cooke their attorney aforesaid as the aforesaid Benjamin Harwood by Gabriel Duvall his attorney aforesaid, But our said Sheriff hath not sent his writ Nevertheless the aforesaid Benjamin Harwood by his attorney aforesaid, relinquishing the averment above by him pretended saith that he cannot deny the action aforesaid of the aforesaid of the aforesaid John Petty and Joseph Yates so as aforesaid against him brought nor but that the aforesaid John Petty and Joseph Yates so as aforesaid against him brought, nor but that the aforesaid John Petty and Joseph Yates have sustained damage by reason of the non performance of the promises and assumptions aforesaid by him made to the value of two hundred pounds current money of Maryland and no more, and because the aforesaid John Petty and Joseph Yates do not gainsay but the allegation aforesaid is true they pray Judgment and the damages above acknowledged together with their costs and charges to them to be adjudged and so forth Therefore it is considered by the Judges here that the said John Petty and Joseph Yates recover against the said Benjamin Harwood as well the sum of two hundred pounds current money their damages aforesaid in form aforesaid confessed as also the sum of nine hundred and twelve pounds of tobacco by the court here unto them on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended and the said Defendant in mercy &c.

Memorandum The plaintiffs agree to release the above Judgment on payment of one hundred and thirty sixteen shillings and one penny current money with Interest thereon from the twenty sixth day of November seventeen hundred and ninety and costs of suit; they also agree to stay execution untill the first day of August next.

Test.

John Gwinn clk

Gilmor and Bingham assees of Walter Roe against Richard Chew

Be it remembered that heretofore to wit on the fifteenth day of March anno Domini seventeen hundred and ninety the plaintiffs by Robert Smith their attorney sued out of our General Court here the State of Maryland's writ of capias ad respondendum directed to the Sheriff of Ann Arundel county, in the words and figures following to wit, The State of Maryland Sc. To the Sheriff of Ann Arundel county greeting, We command you that you take Richard Chew late of Ann Arundel county yeoman, otherwise called Richard Chew of Anne Arundel county 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 Robert Gilmor and William Bingham assignees of a certain Walter Roe according to the form of the Act of Assembly in such case made and provided of a plea that he render unto them the sum of three hundred and ten pounds current money of Maryland which he owes to and unjustly detains from them and so forth. 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 17th day of November anno Domini 1789

Issued the 15th day of March 1790. R. Smith, Jno. Gwinn clk

And the aforesaid Robert Gilmor and William Bingham assignees of Walter Roe by Robert Smith their attorney aforesaid declared against the said Richard Chew in the plea aforesaid as follows to wit Western Shore of Maryland, Ann Arundel county to wit, Richard Chew late of Ann Arundel county yeoman otherwise called Richard Chew of Ann Arundel county was summoned to answer unto Robert Gilmor and William Bingham assignees of a certain Walter Roe according to the form of the Act of Assembly in such case made and provided of a plea that he render unto them the sum of three hundred and ten pounds current money of Maryland which he owes to and unjustly detains from them and so forth. And whereupon the same Robert Gilmor and William Bingham by Robert Smith their attorney complain that whereas the aforesaid Richard Chew on the twenty first day of November in the year seventeen hundred and eighty six at the county aforesaid, by his certain writing obligatory acknowledged himself to be held and firmly bound unto the said Walter Roe in the aforesaid sum of three hundred and ten pounds current money to be paid to the said Walter Roe when thereto afterwards

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