Frisby Freeland above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith he the said Frisby Freeland did not pay to him the said Edward the quantity of crop tobacco in the condition aforesaid according to the form and effect of that condition in such manner and form as the said Frisby Freeland above by pleading hath alledged and of this he prays may be enquired of by the country and the aforesaid Frisby Freeland in like manner and so forth.

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second Tuesday of May next by whom &c and who neither &c to recognize &c because as well &c the same day is given to the parties aforesaid there &c

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 comes again as well the said Edward Johnson by his attorney aforesaid, as the said Frisby Freeland by his attorney aforesaid Nevertheless the aforesaid Frisby Freeland by his attorney aforesaid relinquishing the averment above by him preferred saith that he cannot deny the action aforesaid of the aforesaid Edward Johnson so as ---- aforesaid against him brought nor but that he owes to the aforesaid Edward Johnson the aforesaid quantity of twenty three thousand nine hundred and eighteen pounds of crop tobacco in manner and form aforesaid. so as the aforesaid Edward Johnson above against him hath declared

Therefore it is considered by the Judges here that the said Edward Johnson recover against the said Frisby Freeland as well the quantity of twenty three thousand nine hundred and eighteen pounds of crop tobacco his debt aforesaid in form aforesaid confessed as also the sum of six hundred and ninety pounds of tobacco by the court here unto the said Edward Johnson 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 Defendant in mercy &c

Memorandum The plaintiff releases the penalty on payment of the principal, Interest and costs of suit and agrees to stay Execution until the first day of August next.

Test

John Gwinn clk

Jeremiah T. Chase
against
Charles Williamson
Frisby Freeland &
Peregrine Freeland

Be it remembered that heretofore to wit on the twenty sixth day of January Anno Domini seventeen hundred and eighty nine the Plaintiff by Henry Ridgely his attorney sued out of our General Court here the State of Maryland writ of capias ad respondendum directed to the Sheriff of Calvert County in the words and figures following to wit

The State of Maryland Sc. To the Sheriff of Calvert County Greeting We command you that you take Charles Williamson, Frisby Freeland and Peregrine Freeland otherwise called Charles Williamson, Frisby Freeland and Peregrine Freeland of Calvert County and State of Maryland, if they shall be found in your bailiwick and them safe keep so that you have their bodies 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 Jeremiah Townley Chase of a plea that they render unto him the sum of two hundred and seventy pounds current money which to him they owe and unjustly detains 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 26th day of January 1789. H. Ridgely, Jno. Gwinn clk

And the aforesaid Jeremiah Townley Chase by Henry Ridgely his attorney aforesaid declared against the aforesaid Charles Williamson Frisby Freeland and Peregrine Freeland in the plea aforesaid as follows to wit Calvert County to wit. Charles Williamson, Frisby Freeland and Peregrine Freeland otherwise called Charles Williamson, Frisby Freeland and Peregrine Freeland of Calvert County and State of Maryland were summoned to answer unto Jeremiah Townley Chase of a plea that they render unto him the sum of two hundred and seventy pounds current money which to him they owe and unjustly detain and so forth. And whereupon the said Jeremiah Townley Chase by Henry Ridgely his attorney saith that whereas the aforesaid Charles Frisby and Peregrine on the first day of May in the year seventeen hundred and eighty nine at Calvert County aforesaid by their certain writing obligatory acknowledged themselves to be held and firmly bound unto the said Jeremiah Townley by the name of Jeremiah T. Chase Esq. in the aforesaid sum of two hundred and seventy pounds current money to be paid to the said Jeremiah Townley when afterwards they should be thereunto required. Nevertheless the aforesaid Charles Frisby and Peregrine (although often thereunto required the aforesaid sum of two hundred and seventy pounds current money to the said Jeremiah

Townley