Philip Richard Tendall
vs
Barnet White Barber

You Charles N. Mills and Leonard Davis do jointly and severally acknowledge yourselves special bail for the said Barber at the suit of the said Tendall in an action of debt brought by the said Tendall against the said Barber in the General Court they acknowledge themselves to be content therewith this fourth day of February seventeen hundred and ninety two.

Mr. Cooke for Plaintiff and Mr. Key for Defendant } R. Bond, Thomas Bond

And the said Barnet White Barber by his attorney aforesaid defends the force and injury when andsoforth and prays leave of the court to imparle hereunto untill the next court and he hath it and the same day is given to the Plaintiff also.

At which said Court to wit the second tuesday of October being the ninth day of the same month anno domini seventeen hundred and ninety two Comes again here into our general court as well the said Philip Richard Tendall by his attorney aforesaid as the said Barnet White Barber by his attorney aforesaid And the said Barnet White Barber by his attorney aforesaid as before defends the force and injury when and soforth and saith that the said Philip Richard Tendall his action aforesaid thereof against him to have or maintain ought not andsoforth because he saith that he the said Barnet White Barber did pay unto the said Philip Richard Tendall the said sum of money in the Condition of the writing obligatory 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 Tendall his action aforesaid against him to have or maintain ought andsoforth.

And the said Philip Richard Tendall saith that he by any thing by the said Barnet White Barber above in pleading alledged from having or maintaining his action aforesaid against him ought not be precluded because he saith that the said Barnet White Barber hath not paid unto him the said Philip Richard Tendall the said sum of money in the Condition aforesaid mentioned with the interest thereon in such manner and form as the said Barnet White Barber above in pleading hath alledged and of this he prays may be enquired of by the Country and the said Barnet White Barber in like manner and so forth.

Therefore

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 said parties then and there &c.

And now here at this day to wit the said second tuesday of May being the fourteenth day of the same month annodomini seventeen hundred and ninety three comes again here into our General Court as well the said Philip Richard Tendall by his attorney aforesaid as the said Barnet White Barber by his attorney aforesaid.

Nevertheless the said Barnet White Barber by his attorney aforesaid relinquishing the averment above by him pretended says that he cannot deny the action aforesaid of the said Philip Richard Tendall so as aforesaid against him brought nor but that he owes to the said Philip Richard Tendall the sum of thirteen hundred and sixty one pounds eighteen shillings and six pence current money in manner and form aforesaid so as the said Philip Richard Tendall above against him hath declared.

Therefore it is considered by the judges here that the said Philip Richard Tendall recover against the said Barnet White Barber as well the sum of thirteen hundred and sixty one pounds eighteen shillings and six pence Current money his debt aforesaid in form aforesaid confessed as also the quantity of eight hundred and twenty seven pounds of Tobacco by the court here in to the said Philip Richard Tendall on his afent 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, Judgment was rendered in this cause on the fifteenth day of May Anno domini seventeen hundred and ninety three for penalty and costs of suit; To be released on the payment of the principal interest and costs and the Plaintiff agrees to stay execution until the first day of August next payments if any to be allowed

Test John Gwinn Clk.

Philip Richard Tendall
against
Hezekiah Barber

Be it remembered that heretofore to wit on the fourteenth day of December annodomini seventeen hundred and ninety one The plaintiff by William Cooke his attorney sued out of our general court the State of Marylands writ of Capias adrespondum directed to the Sheriff of Saint Marys county in the words and figures following to wit.

The