of St. Marys County and State of Maryland 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 George Arnold of a plea that he render unto him the sum of four hundred pounds Current money which to him he owes and from him unjustly detains &c. Hereof fail not at your peril, and have you then and there this Writ. Witness the Honourable Samuel Chase Esquire Chief Judge of our said Court the nineteenth day of November anno Domini 1792.

Issued the 5th day of January 1793. (S.T.M.) John Greenn Clk

And the aforesaid George Arnold by his Attorney aforesaid on the day of the issuing of the aforesaid Writ filed in Court here the following Declaration, and Oyer of Agreement, a Copy whereof was made and sent with the said Writ to the Sheriff of the County aforesaid, to wit"

State of Maryland, Western Shore, St. Marys County, to wit, Ignatius Hayden late of Saint Marys County and State aforesaid Yeoman otherwise called Ignatius Hayden of the County of St. Marys and State of Maryland was summoned to answer George Arnold of a plea that he render unto him the sum of four hundred pounds Current money of Maryland which to him he owes, and from him unjustly detains &c. And whereupon the said George by John Thomson Mason his Attorney saith, that whereas the said Ignatius on the twenty fifth day of August in the year one thousand seven hundred & eighty nine at the County and State aforesaid entered into Articles of Agreement together with the said George whereby it is witnessed that the said George upon the day aforesaid did sell four hundred and three Acres of Land to the said Ignatius by virtue of a power of Attorney from John Prunty on a Creek called Jare-Coat in Hampshire County and State of Virginia for the sum of two hundred pounds Maryland Currency to be paid at different times or payments as followeth, to wit, One hundred pounds by the last day of December next thereafter ensuing, the other hundred at two payments, fifty pounds by the tenth of December seventeen hundred and ninety, the other fifty pounds by the tenth of December seventeen hundred and ninety one, That the Patent of which the Land was left in the hand of the said Ignatius, and the Deed of which Land was to be made at the first payment, and for the true performance of the said Agreement, they bound themselves their Heirs, Executors & Admenistrators each to the other in the penal Sum of four hundred pounds Current money of Maryland upon Condition that if the said Ignatius should not like the Land, and should deliver the Patent at the Dwelling House of Elias Postens by the first day of December next thereafter ensuing, then the said Obligation was to be void and of none effect, but if the said Patent should not be delivered accordingly then the said Obligation to stand in full force and virtue in Law, Which Premises by the Writing aforesaid Sealed with the Seals of them the said George and Ignatius, and hereby the said George into

Court

Court brought, more fully may appear. And the said George does in fact further say and ader that the said Ignatius the first hundred pounds did not pay or tender of any part thereof, and that the said Patent was not delivered at the time and place prescribed by the said Agreement nor according to the Tenor of the same; Whereby an Action accrued to the said George to demand and to have of him the said Ignatius the aforesaid Sum of four hundred pounds Maryland Currency, Nevertheless the said Ignatius although often required hath not paid any part of the Sum aforesaid but hath always refused, and yet doth so say the same to the damage of the said George in the Sum of three hundred pounds like money as aforesaid, And therefore he brings Suit &c.

J. T. Mason for Plff. Pledges &c. John Doe and Richard Roe

And the said Ignatius by his Attorney comes here into Court and prays Oyer of the Writing aforesaid, and to him it is read in the words and figures following, to wit

Maryland 25th August 1789. "Articles of Agreement made and agreed between George Arnold of Harrison County & State of Virginia of the one part and Ignatius Hayden of the County of St. Mary's and State of Maryland of the other part witnesseth, that the said George Arnold hath this day sold four hundred and three Acres of Land to the said Hayden by virtue of a power of Attorney from John Prunty on a Creek called Jare-Coat in Hampshire County and State of Virginia for the sum of two hundred pounds Maryland Currency to be paid at different times or payments as followeth, to wit, one hundred pounds by the last day of December next, the other hundred at two payments, Fifty by the tenth of December 1790, the other fifty by the tenth day of December 1791. the Patten of which is left in his hand and the Deed of which is to be made at the first payment, and for the true performance of the above Agreement We bind ourselves, our Heirs, Execr & Administrators each to the other in the penal Sum of four hundred pounds Current money of Maryland. The above is conditionally bargain, The Condition is thus, if the said Hayden should not like the Land and delivers the Patent at the Dwelling House of Elias Postens by the first of December, Then the above Obligation to be void, and of no effect, if not delivered to stand in full force and virtue in Law, Sealed, Signed, and delivered in presence of

Jos. Arnold
Elizabeth her X mark Merman

Geo: Arnold (Seal)
Ignatius Hayden (Seal)

At which mentioned second Tuesday of May being the fourteenth day of the same month in the year of our Lord one thousand seven hundred, and ninety three, and the day of the return of the aforegoing Writ comes into the General Court here the aforesaid George Arnold by John Thomson Mason his Attorney aforesaid, and the Sheriff of Saint Marys County, to wit, Francis Hamersley Gentleman to whom the said aforegoing Writ was in form aforesaid directed makes return thereof to the Court here, thus endorsed, to wit " Cepi Copy left 15th April. F. Hamersley Sheriff

And the said Francis Hamersley Sheriff of the County aforesaid, at this being called upon to bring into Court the body of the said Ignatius Hayden according

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