month in the year of our Lord one Thousand seven hundred and ninety five comes again into the general Court here the said Ely Dorsey of Ely by his attorney aforesaid and the said William Goldsmith the late Sheriff of Anne Arundel County aforesaid although again solemnly called upon by order of Court here on motion of the said Ely Dorsey of Ely by his attorney aforesaid to bring into Court here the body of the said Caleb Dorsey and Thomas Worthington Executors as aforesaid whom he ought to have here this day according to the order of Court and to save the amercement aforesaid, brings not into Court here the said Caleb Dorsey and Thomas Worthington Executors as aforesaid, but therein doth make default: Whereupon on on motion of the said Ely Dorsey of Ely by his attorney aforesaid It is ordered by the Court here that the said William Goldsmith the late sheriff of Anne Arundel County aforesaid be amerced the sum of two hundred and ninety nine pounds nineteen shillings current money, and the costs and charges that have or may accrue in the plea aforesaid in case he brings not into Court here the bodies of the said Caleb Dorsey and Thomas Worthington on the second day of next court, and the said Ely Dorsey of Ely by his attorney aforesaid Declared against the said Caleb Dorsey and Thomas Worthington Executors of John Worthington in the plea aforesaid in form following to wit.

Western Shore of Maryland. Ann Arundel County to wit.

Caleb Dorsey and Thomas Worthington late of Ann Arundel County planters executors of the testament Had will of John Worthington late of Ann Arundel County deceased were attached to answer unto Ely Dorsey son of Ely of a plea of Trespass upon the case and so forth. And whereupon the said Ely Dorsey by Richard Ridgely his attorney complains that whereas the said John Worthington in his lifetime on the first day of May in the year seventeen hundred and Eighty nine, at Ann Arundel County aforesaid was indebted to the said Ely Dorsey in the sum of Two hundred pounds current money for so much money before that time by the said John had and received to the use of the said Ely and being so indebted he the said John in his lifetime in Consideration thereof afterwards that is to say on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Ely that he the said John would well and truly pay the said sum of Two hundred pounds current money to the said Ely when he the said John should be thereto afterwards requested: and whereas also afterwards to wit on the same day and year last aforesaid, at the County aforesaid, the said John in his lifetime, was indebted to the said Ely in one other sum of one hundred pounds current money for so much money by the said Ely for the use of the said John in his lifetime and at his special instance and request, before that time paid laid out and expended and being so indebted he the said John in his lifetime afterwards, to wit

(that)

that is to say on the same day and year aforesaid at the County aforesaid undertook and then and there faithfully promised the said Ely that he the said John would well and truly pay the last aforesaid sum of one hundred pounds current money to the said Ely when he the said John should be thereto afterwards requested. and whereas also afterwards to wit on the same day and year last aforesaid at the County aforesaid the said John in his lifetime was indebted to the said Ely in one other sum of fifty pounds current money for a Gelding before that time by the said Ely sold and delivered to the said John in his lifetime at the special instance and request and being so indebted he the said John in his lifetime in consideration thereof afterwards that is to say on the day and year last above mentioned at the County aforesaid undertook and then and there faithfully promised the said Ely that he the said John would well and truly pay the last aforesaid sum of fifty pounds current money to the said Ely when he the said John should be thereunto requested. Nevertheless the said John in his lifetime not at all regarding his said several promises and undertakings so made aforesaid in form aforesaid but contriving to defraud the said Ely in this behalf hath not paid to the said Ely the said several sums of money or any of them or any part thereof neither have the said Caleb and Thomas since the death of the said John (to which said Caleb and Thomas Letters Testamentary on the personal Estate of the said John have in due form of Law been committed) paid the said several sums of money or any part thereof (altho to pay the same to the said Ely he the said John in his lifetime afterwards that is to say, on the same day and year last above mentioned at the County aforesaid was requested and since the death of the said John they the said Caleb and Thomas have in like manner by the said Ely been requested to pay the same): but the said John in his lifetime and the said Caleb and Thomas since the Death of the said John have hitherto utterly refused and the said Caleb and Thomas still do refuse to pay the same to the said Ely to the Damage of the said Ely in the sum of Three Hundred pounds current money and therefore he brings Suit and so forth.

R Ridgely ff pltff. pledges H. Jno Doe & Rd Roe.

Thereupon further process of and upon the premises aforesaid between the parties aforesaid and by order of the Court here thereon is 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 ninety five Comes again into the General Court here the said Ely Dorsey of Ely by his attorney aforesaid, and the said William Goldsmith sheriff of Ann Arundel County aforesaid in pursuance of the command of the writ aforesaid and according to the tenor of his return thereof as aforesaid, and in compliance with

(the)