prays leave of the Court here, to Imparle untill the second Tuesday of October next, and then to answer to the Declaration aforesaid of the aforesaid Joshua Johnson in the plea aforesaid, and to him it is granted. the same day is given to the aforesaid Joshua Johnson also

At which said second Tuesday of October being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety eight, to which said day the said Filghman Hilleary had leave to imparle and then to answer to the declaration aforesaid of the aforesaid Joshua Johnson in the plea aforesaid, come again into the General Court here as well the aforesaid Joshua Johnson by his attornies aforesaid, as the said Filghman Hilleary by his attorney aforesaid; And the said Filghman Hilleary by his attorney aforesaid as before defends the force and injury when and so forth; and saith that the aforesaid Joshua Johnson his Action aforesaid against him to have or maintain ought not &c. because he saith that he the said Filghman Hilleary did pay unto the aforesaid Joshua Johnson the said sum of Money in the Condition of the said writing Obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing Obligatory and this he is ready to verify, wherefore he prays Judgment if the aforesaid Joshua Johnson his Action aforesaid against him to have or maintain ought and so forth.

And the aforesaid Joshua Johnson by his attornies aforesaid saith that he by any thing by the said Filghman Hilleary, above in pleading alleged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that the said Filghman Hilleary hath not paid unto him the aforesaid Joshua Johnson the aforesaid sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Filghman Hilleary above by pleading hath alleged, and of this he prays may be enquired of by the Country and the said Filghman Hilleary in like manner and so forth. Therefore let a Jury thereon appear before the Court here on the second Tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth.

And now at this day, to wit, the said second Tuesday of May being the fourteenth day of the same month in the year of our Lord one thousand seven hundred and ninety nine, come again into the General Court here, as well the aforesaid Joshua Johnson by his

(attornies)

attornies aforesaid, as the said Filghman Hilleary by his attorney attorney aforesaid, And the said Filghman Hilleary by his attorney aforesaid, relinquishing the averment aforesaid, above by him pretended says, that he cannot deny the Action aforesaid of the aforesaid Joshua Johnson so as aforesaid against him brought, not but that he owes to the aforesaid Joshua Johnson the aforesaid sum of Seven hundred and forty seven pounds three shillings Current money of Maryland in manner and form aforesaid so as the aforesaid Joshua Johnson above against him hath declared.

Therefore it is considered by the Court here, that the aforesaid Joshua Johnson, recover against the said Filghman Hilleary, as well the sum of seven hundred and forty seven pounds three shillings Current Money of Maryland his debt aforesaid in form aforesaid confessed as also the quantity of eight hundred and seventeen pounds of Tobacco by the Court here unto the aforesaid Joshua Johnson on his assent adjudged aswell 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 Filghman Hilleary in Mercy and so forth.

Memorandum, Judgment rendered in this Cause on the first day of June in the year of our Lord one thousand seven hundred and ninety nine for the penalty and Costs of Suit, and the plaintiff agrees to release the penalty, upon the payment of Principal, Interest & Costs and agrees to stay Execution untill the first day of August next. payments if any to be allowed. Test. John Gwinn Clk.

Donald and Burton use of Thomas Lansdale
against
Colmore Beanes

Be it remembered, that heretofore, to wit on the thirty first day of March in the year of our Lord One thousand seven hundred and ninety eight; Donald and Burton use of Thomas Lansdale by allen B. Duckett their attorney sued out of the General Court the Writ of the State of Maryland of Capias ad respondendum, directed to the Sheriff of Prince Georges County, in the words and figures following to wit; The State of Maryland SS. To the Sheriff of Prince Georges County, Greeting. You are hereby commanded to take Colmore Beanes late of Prince Georges County Doctor otherwise called Colmore Beanes of Prince Georges 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 the General Court to be held at the City of Annapolis on the second Tuesday of May next, to answer unto

(alexander)