Hezekiah Clagett in the plea aforesaid on Judgment by the Court here will be entered against him in default thereof; and the said Richard Henderson by his attorney, aforesaid as before defends the force and injury when and soforth, and prays further leave of the Court here to Imparle until the second Tuesday, of October next and then to answer to the declaration aforesaid of the aforesaid Hezekiah Clagett in the plea aforesaid and to him it is granted, the same day, is given to the aforesaid Hezekiah Clagett also.

At which said second Tuesday, of October being, the Eighth day of the same month in the year of our Lord one thousand seven hundred and ninety nine, to which said day, the said Richard Henderson had further leave to Imparle, and then to answer to the declaration aforesaid of the aforesaid Hezekiah Clagett in the plea aforesaid comes again into the General Court here as well the aforesaid Hezekiah Clagett by his attorney aforesaid, as the said Richard Henderson by his attorney aforesaid and the said Richard Henderson by his attorney aforesaid (as before) defends the force and injury when and soforth and saith that the aforesaid Hezekiah Clagett his action aforesaid against him to have or maintain ought not &c because he saith that he the said Richard Henderson did not pay unto the aforesaid Hezekiah Clagett 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 Hezekiah Clagett his action aforesaid against him to have or maintain ought and soforth.

And the aforesaid Hezekiah Clagett by his attorney aforesaid saith that he by any thing by the said Richard Henderson above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that the aforesaid Richard Henderson hath not paid unto him the aforesaid Hezekiah Clagett the aforesaid sum of money in the Condition aforesaid aforesaid mentioned with the Interest thereon in such manner and form as the said Richard Henderson above by pleading hath alledged and this he prays may be enquired of by the Country and the said Richard Henderson in like manner and soforth.

Therefore let a jury thereon appear before the Court here on the second Tuesday of May next, by whom and soforth, and who neither and soforth, to recognize and soforth, because as well and soforth, the same day is given to the

the said parties then and there and soforth.

And now at this day to wit, the said second tuesday of May being the thirteenth day, of the same month in the year of our Lord one thousand eight hundred, comes again into the General Court as well the aforesaid Hezekiah Clagett by his attorney aforesaid as the said Richard Henderson by his attorney aforesaid; and the said Richard Henderson by his attorney aforesaid, relinquishing the averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the aforesaid Hezekiah Clagett so as aforesaid against him brought nor but that he owes to the aforesaid Hezekiah Clagett the aforesaid sum of two hundred and forty pounds Current money in manner and form aforesaid so as the aforesaid Hezekiah Clagett above against him hath declared.

Therefore it is considered by the Court here, that the aforesaid Hezekiah Clagett, recover against the said Richard Henderson as well the sum of two hundred and forty pounds Current money his debt aforesaid in form aforesaid confessed as the quantity of seven hundred and eighty three pounds of Tobacco by the Court here unto the aforesaid Hezekiah Clagett on his Agent adjudged for his damages which he hath sustained as well 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 Richard Henderson in mercy, and soforth.

Memorandum, Judgment rendered in this cause on the sixteenth day of May in the year of our Lord one thousand eight hundred for the Penalty and Costs of Suit and the Plaintiff agrees to release the penalty upon the payment of Principal Interest and Costs, and agrees to stay Execution untill the first day of August next. Payments if any to be allowed.

Test John Gwinn Clk.

George Magruder and Patrick Magruder use of John Hoskins Stone and Walter Dorsey

against

Isaac Polock and Charles Wayman Exr's of John Nicholson.

Be it remembered that heretofore to wit, on the third day of November in the year of our Lord one thousand seven hundred and ninety eight George Magruder and Patrick Magruder by John Thomson Mason their attorney, sued out of the General Court here the writ of the State of Maryland of Scire facias directed to the sheriff of Montgomery County, in form following, to wit.

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