defends the force and injury when and so forth, and prays leave of the Court here to Imparle until the second tuesday of October next and to him it is granted the same day is given to the aforesaid Mary Diggs assignee as aforesaid also

At which said second tuesday of October being the fourteenth day of the same month in the year of our Lord one thousand eight hundred, to which said day the said William Ferguson had leave to Imparle, come again into the General Court here as well the aforesaid Mary Diggs Assignee as aforesaid by her attorney aforesaid as the said William Ferguson by his attorney aforesaid. And thereupon on motion of the aforesaid Mary Diggs Assignee as aforesaid by her attorney aforesaid. It is ruled by the Court here that the said William Ferguson answer to the Declaration aforesaid of the aforesaid Mary Diggs Assignee as aforesaid in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof: and the said William Ferguson by his attorney aforesaid (as before) defends the force and injury when and so forth and prays further leave of the Court here to Imparle until the second tuesday of May next and then to answer to the Declaration aforesaid of the aforesaid Mary Diggs Assignee as aforesaid in the plea aforesaid and to him it is granted the same day is given to the aforesaid Mary Diggs assignee as aforesaid also

And now at this day to wit the said second tuesday of May being the twelfth day of the same month in the year of our Lord one thousand eight hundred and one to which said day the said William Ferguson had further leave to imparle and then to answer to the Declaration aforesaid of the aforesaid Mary Diggs assignee as aforesaid in the plea aforesaid, come again into the General Court here as well the aforesaid Mary Diggs assignee as aforesaid by her attorney aforesaid, as the said William Ferguson by his attorney aforesaid And the said William Ferguson by his attorney aforesaid (as before) defends the force and injury when and so forth, and saith that the said Mary Diggs Assignee as aforesaid her action aforesaid against him to have or maintain ought not because he saith that the said Richard Ponsonby in the writing obligatory aforesaid mentioned before the Impetration of the Original Writ in this cause had well and truly performed, observed and fulfilled all and every part of the condition of the said writing obligatory, which by the said Richard Ponsonby were to be performed observed and fulfilled, and this he is ready to verify, wherefore he prays Judgment if the said Mary Diggs assignee as aforesaid her action aforesaid against him to have ought and so forth.

And the said Mary Diggs assignee as aforesaid by her attorney aforesaid saith that she the said Mary Diggs assignee as aforesaid from having and maintaining her action aforesaid against the said William Ferguson

ought not to be precluded by any thing in the plea of the said William Ferguson above alledged because she saith that the said Richard Ponsonby in the condition of the said writing obligatory hath not well and faithfully performed and fulfilled all and every thing on his part to be performed and fulfilled according to the form and effect of the condition of the said writing obligatory in manner and form as the said William Ferguson above by pleading hath alledged, and this she prays may be enquired of by the Country, and the said William Ferguson in like manner and so forth. Nevertheless the said William Ferguson by his attorney aforesaid relinquishing the averment aforesaid above by him preferred says that he cannot deny the action aforesaid of the aforesaid Mary Diggs assignee as aforesaid so as aforesaid against him brought nor but that he owes to the aforesaid Mary Diggs assignee as aforesaid, the aforesaid sum of thirteen hundred and sixty pounds current money in manner and form aforesaid so as the aforesaid Mary Diggs assignee as aforesaid above against him hath declared.

Therefore it is considered by the Court here that the aforesaid Mary Diggs Assignee as aforesaid recover against the said William Ferguson as well the sum of thirteen hundred and sixty pounds current money her debt aforesaid in form aforesaid confessed as the quantity of seven hundred and thirty seven pounds of tobacco by the Court here unto the aforesaid Mary Diggs assignee as aforesaid on her assent adjudged for her damages which she hath sustained, as well by reason of the detention of that debt as for her costs and charges by her about her suit in this behalf laid out and expended. and the said William Ferguson in mercy and so forth.

Memorandum Judgment rendered in this cause on the twenty seventh day of May in the year of our Lord one thousand eight hundred and one for the penalty and costs of suit. To be released on payment of three hundred and forty eight pounds twelve shillings and one penny half penny current money with Interest on three hundred and thirty five pounds part thereof from the thirtieth day of July in the year of our Lord one thousand seven hundred and ninety five and costs. Payments if any to be allowed.

Test John Gwinn clk.

Walter Story Chandler against William Ferguson

Be it remembered that heretofore to wit on the fourth day of April in the year of our Lord one thousand eight hundred, the said Walter Story Chandler by Philip Barton Key his attorney sued out of the General Court the writ of the State of Maryland of capias ad respondendum directed to the Sheriff of Prince George's County in the words and figures following to wit. The State of Maryland &c. To the Sheriff of Prince George's County Greeting You are hereby commanded to take William Ferguson late of Prince

(George's