And the Sheriff of the County also came and made return that he had then and there the body of the said Patrick Ewing agreeably to the exigence of the same writ; and thereupon came as well the said Samuel Hooper by his Attorney afd as the said Patrick Ewing by his Attorney afd, and the said Patrick Ewing by his Attorney aforesaid defended the force and injury when &c: and prayed the liberty of imparling thereon till the second Tuesday of September then next, and it was granted unto them, the same day was given to the aforesaid Samuel Hooper then and so forth;

~~At which day, to wit, the second Tuesday in September in the year Seventeen hundred and Eighty eight came again the parties aforesaid by their Attorneys afd and the said Samuel Hooper by his Attorney aforesaid prayed that a rule of Court be made for the aforesaid Patrick Ewing to plead his plea and answer to the Declaration aforesaid of him the aforesaid Samuel Hooper, at the next April Term; and it was granted unto him; and the aforesaid Patrick Ewing by his Attorney aforesaid defends the force and injury when &c: and prayed leave to imparle thereto until the second Tuesday in April next, and it was granted unto him, the same day was given to the said Samuel Hooper & so forth.~~

At which day, to wit, the said second Tuesday of ~~April~~ September in the year Seventeen hundred and Eighty nine, came again the parties afd by their Attorneys afd, and the said Samuel Hooper by his Attorney afd, filed in Court here the following Declaration, to wit:

Dorchester County, to wit; Patrick Ewing late of Dorchester County was summoned to answer unto Samuel Hooper of a plea that he render unto him the sum of three hundred pounds current money, which to him he owes and unjustly detains, that and so forth.

And Whereupon the said Samuel Hooper by Robert Goldsborough his Attorney says that the afd Patrick

Ewing on the eleventh day of April seventeen hundred and eighty six at the County afd by his certain writing obligatory sealed with the seal of the said Patrick and to the Court now here shewn the date whereof is the same day and year afd acknowledged himself to be held and firmly bound unto the afd Samuel in the afd sum of three hundred pounds current money of Maryland to be paid to the said Samuel his certain Attorney, Executors ~~administrators~~ or assigns when thereto afterwards he shall be required; to which payment well and truly to be made the afd Patrick bound himself his heirs, executors and administrators firmly by the same writing. Nevertheless the afd Patrick (altho' often required) the afd sum of money or any part thereof unto the said Samuel yet hath not paid but the same to him to pay hitherto altogether hath refused and still doth refuse to the damage of the said Samuel six hundred pounds current money of Maryland; and thereupon he brings Suit &c.

Robert Goldsborough. Pledges &c John Doe. Richd Roe.

The writing Obligatory whereof mention is made in the foregoing Declaration ensues as follows: Know all men by these presents that I Patrick Ewing of Dorchester County Merchant am held and firmly bound unto Samuel Hooper in the full and just sum of Three hundred pounds in Spanish Milled Dollars at seven shillings and six pence per piece and half Johannes at three pounds per piece, to be paid to the said Samuel Hooper his certain Attorney, Executors, Administrators or assigns: To the which payment well and truly to be made and done I bind myself my heirs, Executors and Administrators, firmly by these presents, Sealed with my Seal and Dated this Eleventh day of April Anno Domini One thousand Seven hundred and Eighty six.

The Condition of the above Obligation is such that if the above Patrick Ewing his heirs, Executors, Administrators do and shall well and truly pay or cause to be paid unto the said Samuel Hooper his certain