on the second day of the then next September Term, The same day was given to the said Abraham Falconar then and so forth — At which day to wit: The said second day of September Term, in the year Seventeen hundred and eighty eight here came again the said Abraham Falconar by his Attorney aforesaid; and the said Sheriff being again solemnly called upon to bring into Court the body of the said Daniel Toas Mafsey, accordingly brought in the same, and the said Daniel Toas Mafsey put in his place Turbutt Wright as his Attorney, and thereupon with the Consent of the said Abraham Falconar, the said Daniel Toas Mafsey by his Attorney afresaid filed in Court here the following Bail piece, to wit, Abraham Falconar Pltff agt. Daniel Toas Mafsey Defendt. You Elisha Mafsey and William Spearman do jointly and severally acknowledge yourselves Special Bail for the said Daniel Toas Mafsey at the suit of the said Abraham Falconar, in an action of Debt brought by the said Abraham Falconar against the said Daniel Toas Mafsey in the General Court — They acknowledge themselves to be content therewith this 3d day of May 1788.

before James Clayporte Jer: Nicols

I hereby constitute and appoint Mr. Turbutt Wright my Attorney to appear for me in the above Action } Daniel Toas Mafsey

And the said Abraham Falconar, by his Attorney aforesaid prayed that a rule of Court might be made, to cause the said Daniel Toas Mafsey to file his plea and answer to the Declaration of him the said Abraham Falconar by the second Tuesday of April then next: whereupon it was ruled by the Court here that the said Daniel Toas Mafsey should file his plea and answer to the Declaration aforesaid by the time aforesaid; or that Judgment should be rendred against him by default, The same day was given to the said Abraham Falconar then and so forth —

And now here at this day to wit: The said second Tuesday of April in the year One thousand Seven hundred and eighty nine, came again the parties aforesaid by their Attorneys aforesaid, and the said Daniel Toas Mafsey by his Attorney aforesaid defends the wrong and injury when and so forth, and says that he cannot gainsay the Action aforesaid of the said Abraham Falconar, nor can he deny but that the Writing Obligatory aforesaid is the deed of him the said Daniel Toas Mafsey, nor but that he owes to the said Abraham Falconar the aforesaid sum of Fourteen hundred and twenty three pounds fourteen Shillings Current Money in manner and form as the said Abraham Falconar above against him hath Complained: Therefore it is Considered by the Court here that that the said Abraham Falconar do recover against the said Daniel Toas Mafsey the Debt aforesaid in form aforesaid acknowledged; as also the quantity of Six hundred and twenty one pounds of

Tobacco, as well for his Damages which he hath sustained by occasion of the detention of that Debt as for his costs and charges by him about his Suit in this behalf expended; unto the said Abraham Falconar by the Court here with his assent adjudged and so forth — and the said Daniel Toas Mafsey in mercy &c. so forth —

James Earle Clk.

Judgment was rendered in this Action on the seventeenth day of April, in the year Seventeen hundred and eighty nine, for Penalty and Costs: To be released on payment of the Principal Interest and Costs: Payments if any to be allowed: Stay of Execution till next September Term —

Ezekiel Forman against John Nicholson. } Be it remembered that on the eighteenth day of February, in the year Seventeen hundred and eighty eight Command was given to the Sheriff of Kent County that he should take John Nicolson late of Kent County Yeoman if he should be found in his Bailiwick and him safe keep so that he might have his body before the Judges of the General Court, to be held for the Eastern Shore of this State at Easton, Talbot County Court House, the second Tuesday of April then next, to answer unto Ezekiel Forman of a plea that he render unto him the sum of Two hundred pounds Current Money which to him he owes and unjustly detains and so forth — And that thereof he the said Sheriff should not fail at his Peril, and that he should have then and there that Writ. Witness and so forth — And the said Ezekiel Forman by Peregrine Letherbury his Attorney filed his Declaration against the said John Nicholson in the plea aforesaid, which insues as follows, to wit: "Kent County to wit. John Nicholson late of Kent County Yeoman was summoned, to answer unto Ezekiel Forman of a plea that he render unto him the sum of Two hundred pounds current money which to him he owes and unjustly detains and so forth. And whereupon the said Ezekiel Forman by Peregrine Letherbury his Attorney says, that whereas the aforesaid John Nicholson on the eighth day of April, in the year Seventeen hundred and eighty five at Kent County aforesaid, by his certain Writing Obligatory acknowledged himself to be held and firmly bound, unto the said Ezekiel Forman, in the aforesaid sum of Two hundred pounds Current Money, to be paid to the said Ezekiel Forman when afterwards he should be thereunto required: Nevertheless the aforesaid John Nicholson (although often thereunto required) the aforesaid sum of Two hundred pounds Current money, to the said Ezekiel Forman hath not rendered or paid but the same to them hitherto to render or pay he hath altogether refused,