in full force and virtue in Law. John Ruth (Seal)

Signed sealed and delivered in the presence of Joseph Briscoe. Benjamin Gould } James Ruth (Seal)

whereupon at the prayer of the said James Gould, by his Attorney aforesaid, it was ruled by the Court here, that the said John Ruth and James Ruth should file their Plea and answer to the Declaration of the said James Gould by the second Tuesday of April then next, or that Judgment should be rendered against them by default; the same day was also given to the said James Gould then for costs.

And now here at this day, to wit: the said second Tuesday of April Anno Domini One thousand seven hundred and eighty nine come again the aforesaid Parties by their Attorneys aforesaid, and the said John Ruth and James Gould by their Attorney aforesaid defend the force and injury, when and so forth, and say that they cannot gainsay the Action a'st of the said James Gould, nor can they deny but that the Writing obligatory aforesaid, is the Deed of them the said John Ruth and James Ruth, nor but that they owe to the said James Gould the aforesaid sum of seven hundred and seventeen pounds, sixteen shillings and one penny current money in manner and form as the said James Gould above against them hath declared: Therefore it is considered by the Court here that the said James Gould do recover against the said John Ruth and James Ruth the Debt aforesaid in form aforesaid acknowledged; as also the quantity of eight hundred and sixty six pounds and three fifths of a pound of Tobacco, as well for his Damages 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 James Gould by the Court here with his assent adjudged and so forth: and the said John Ruth and James Ruth 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 September Term next —

Edward Tilghman Executor of Edward Tilghman against Thomas Bennett Millson } Be it remembered that on the fifteenth day of February in the year of our Lord One thousand seven hundred and eighty eight command was given to the Sheriff of Queen

Annes County to take Thomas Bennett Millson late of Queen Annes County Physician, 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 Talbot County Court House the second Tuesday of April then next, to answer Edward Tilghman Executor of the Testament & last Will of Edward Tilghman deceased, of a Plea that he render unto him four hundred & ninety pounds one shilling & four pence Sterling money of the value of eight hundred and fifty seven pounds twelve shillings & four pence current money of Maryland which from him he unjustly detains &c — And that he the said Sheriff should not fail therein at his peril, and that he should have then and there that writ and so forth ——

And the said Edward Tilghman Executor aforesaid, by William Tilghman his Attorney filed his Declaration in the plea aforesaid against the said Thomas Bennett Millson which issues in manner and form following to wit. —

Queen Annes County fs. Thomas Bennett Millson late of Queen Annes County Physician was summoned to answer unto Edward Tilghman Executor of the Testament and last Will of Edward Tilghman deceased of a Plea that he render unto him four hundred and ninety pounds one shilling and four pence Sterling money of the value of eight hundred and fifty seven pounds, twelve shillings and four pence current money of Maryland which from him he unjustly detains &c — And whereupon the said Edward Tilghman the Plaintiff by William Tilghman his Attorney saith that whereas the said Thomas on the first day of November in the year of our Lord, One thousand seven hundred and eighty one, at the County aforesaid by his certain Writing Obligatory with his Seal Sealed and to the court here shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Edward Tilghman deceased in his life time in the aforesaid sum of four hundred and ninety pounds, one shilling and four pence Sterling money of the aforesaid value thereof in current money of Maryland, to be paid to the said Edward deceased or to his executors when thereto afterwards he should be required. Yet the said Thomas (altho' often required) the aforesaid sum of four hundred and ninety pounds one shilling and four pence Sterling money or the aforesaid value thereof in current money of Maryland, to the said Edward Tilghman deceased in his life time and to the said Edward the Plaintiff since the Death of the said Edward deceased, hath not paid, but the same to the said Edward deceased in his life time and to the said Edward the Plaintiff since the death of the said Edward deceased to pay hath hitherto altogether refused and to the said Edward the the Plaintiff still doth refuse and unjustly detains to the damage of the said Edward the Plaintiff