to him the said John by which said Note he the said Conrad promised to pay to him the said John the sum of four hundred and thirty pounds current money of Maryland when thereto afterwards he should be required for value of him received by reason of which said promises & also by force of a certain Statute in such case made and provided he the said Conrad was & became liable & is still liable to pay unto the said John the aforesaid sum of four hundred & thirty pounds current money aforesaid in the same Note contained & being so liable he the said Conrad in consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid upon himself assumed & to the said John then & there faithfully promised that he the said Conrad the aforesaid sum of money to the said John would well and truly content & pay according to the tenor of the said Note. Yet the said Conrad his promise & assumption in form aforesaid made not regarding but contriving & fraudulently intending the said John in this behalf craftily & subtilly to deceive & defraud the aforesaid sum of money to the said John hath not paid (altho' the same to the said John to pay he the said Conrad was afterwards to wit, on the eleventh day of April in the year aforesaid & often afterwards at the County aforesaid by the said John required) but the same to him to pay hath hitherto altogether refused & still doth refuse to the damage of the said John One thousand pounds current money of Maryland & thereupon he brings suit &c —

Pledges &c { John Doe, Richard Roe —

Wm Tilghman —

Whereupon at the prayer of the said John Sargenton, it was ruled by the Court here, that the said Conrad Theodore Wederstrandt should file his plea in answer to the Declaration of the said John Sargenton, by the second Tuesday of April then next following, or that Judgment should be rendered against him by default; the same day was also given to the said John Sargenton by the Court here, then and so forth —

And now here at this day, to wit, The said second Tuesday of April, in the year of our Lord One thousand seven hundred and eighty nine, come again the aforesaid Parties by their Attorneys aforesaid, and the said Conrad Theodore Wederstrandt by his Attorney aforesaid defends the force & injury when and so forth, and says that he cannot gainsay the action aforesaid of him the said John Sargenton, nor can he deny but that the Promissory Note aforesaid is the Act and Deed of him the said Conrad nor but that he owes to the said John Sargenton the aforesaid sum of four hundred and thirty pounds Current money of Maryland, in manner and form as the said John Sargenton against him hath

declared: Therefore it is considered by the Court here that the said John Sargenton do recover against the said Conrad Theodore Wederstrandt the Debt aforesaid in form aforesaid acknowledged, as also the quantity of five hundred and twenty two pounds and three fifths of a pound 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 John Sargenton by the Court here with his assent adjudged & so forth. And the said Conrad Theodore Wederstrandt in mercy &c —

James Earle Clk.

Judgment was rendered in this action on the eighteenth day of April, in the year One thousand seven hundred and eighty nine for four hundred and thirty pounds Current money of Maryland & Interest from the 10th day of April 1786. to the first day of September 1789. Stay of Execution till that time. —

John Morgan against William Gould

Be it remembered that on the second day of April in the year of our Lord one thousand seven hundred and eighty eight, the Defendant by Joshua Seney his Attorney sued out the State's writ of Habeas Corpus, the tenor whereof ensues in the manner and form following to wit: "The State of Maryland. To the Justices and Sheriff of Queen Ann's County Greeting, Whereas a certain William Gould is detained in the prison of our said County under the custody of you our said Sheriff at the suit of a certain John Morgan of a plea of Debt which said plea as it is said is still depending before you our said Justices undetermined, and we being willing for divers causes that the plea aforesaid undetermined as aforesaid shall be heard and determined before the Judges of our General Court. Therefore we command you that you have the body of the said William Gould by whatsoever name or names he may be called in the Plea aforesaid, together with the cause of his taption and detention and all things thereunto relating before the Judges of the General Court to be held for the Eastern Shore of this State, at Talbot County House the second Tuesday of April next, that the Judges of our said Court may further proceed therein as to Justice appertains and so forth. Hereof fail not at your peril, and have you then and there this writ. Witness the Honourable Robert Hanson Harrison Esq. chief Judge of our said Court this twenty eighth day of September Anno Dominii 1787.

James Earle Clk.

Filed the 2d day of April 1788. (Id.)

At which said second Tuesday of April, in the year Seventeen hundred and eighty eight, being the day of the return of the aforegoing writ, here came into Court as well the said John Morgan by Robert Wright his Attorney as the said William Gould by