At the bottom of the Original Bail Piece was thus written viz." I do hereby appoint William Tilghman Esq.r to appear for me and defend the above Action Wm. Alexander" And thereupon the process of & upon the premises between the parties afs.d was continued until the second Tuesday of September then next following. At which said second Tuesday of September here came again the Parties afs.d by their Attorneys afs.d, and the said Clement & Gabriel by their Attorney afs.d filed their Declaration in the plea afs.d which ensues in manner & form following State of Maryland Sct. William Alexander of Robert, late of Cecil County, was attached to answer unto Clement Holliday & Gabriel Duvall of a plea of Trespass upon the Case and so forth. — And whereupon the said Holliday and Duvall by Luther Martin their Attorney complain that whereas the said William Alexander on the twentieth day of August in the year of our Lord One thousand seven hundred and eighty two, at the County afs.d was justly indebted to them the said Holliday and Duvall in the sum of five hundred and fifty six pounds ten shillings Current Money of Maryland for sundry articles properly chargeable in Account, as by a particular Account thereof herewith into Court brought may appear, and so thereof being indebted the said William afterwards, to wit, the day and year aforesaid at the County aforesaid upon himself assumed and to them the said Clement Holliday & Gabriel Duvall faithfully promised that he the said William the afs.d sum of money would well and truly content and pay when afterwards he should be thereto required Nevertheless the aforesaid William Alexander his promise and assumption aforesaid so as aforesaid made not regarding; but minding & fraudulently intending them the said Holliday & Duvall in this part craftily & subtilly to deceive the aforesaid sum of money to the aforesaid Holliday & Duvall hath not contented and paid altho' often afterwards by them requested but the same to them the said Holliday & Duvall to content or pay he hath altogether refused and yet doth refuse to the damage of the said Holliday & Duvall in the sum of one thousand pounds Current money of Maryland and thereof they bring their suit &c — Pledges of Pros. { John Doe & Rich.d Roe

Luther Martin for Pltff.s —

The Account mentioned in the above Declaration ensues in manner & form following.

Dr. William Alexander (of Rob.t) in Acct. with the State of Maryland. Contra Cr.

1782 Augt. 20	To 11 Negroes the Property of Robert Alexander payable in Specie	556.10.0.	By Cash	108.—
	To Balance due the State of Maryland	448.10.—	By Balance due the State of Maryland	448.10.—
				£ 556.10.—

Agent's Office 31st. August 1786. I hereby Certify that the above is a true Copy from the Books of the late Commissioners for the Sale and Preservation of Confiscated British Property. — Dan.l of S. Thom.s Jenifer, Agent."

And the said William Alexander by his Attorney afs.d, for his plea in answer to the Declaration afs.d of the said Holliday & Duvall, plead the non-assumption of the debt afs.d, and that he prayed might be enquired into by the Country. And the said Holliday & Duvall by their Attorney afs.d prayed in like manner & so forth. Thereupon this Cause standing ready for trial was continued until the second Tuesday of April then next following — At which said second Tuesday of April, in the year Seventeen hundred and eighty nine, came again the Parties afs.d by their Attorneys afs.d, And thereupon this Cause was further Continued until the second Tuesday of September then next — And now here at this day, to wit. the said second Tuesday of September Anno Domini One thousand seven hundred & eighty nine, here come again the Parties afs.d by their Attorneys afs.d, and the said William Alexander, by his said Attorney, relinquishing the averment above by him pretended, confesses Judgment according to the Terms contained in the following agreement made by & between the said Parties, to wit. "Judgment, to be rendered for £448.10.0. & Interest, to be taked from the date to time of Judgt. & for costs. Payts. to be allowd if any — It is agreed that no Execution shall be issued agt. the Defendant until the end of the next Session of Assembly and further the Attorney General will take the advantage of Process upon Judgments obtained and which may be obtained, or suits now depending in this Court, by or for the use of Mrs. Isabella Alexander to recover the sum due on this Judgment, and will not issue against the Defendant unless in default of obtaining Satisfaction thereby

L. Martin

Wm. Tilghman. 16 Sep.r 1789.

Therefore it is considered by the Court here that the said Clement Holliday & Gabriel Duvall, do recover against the said William Alexander the debt afs.d in form afs.d acknowledged, and also the quantity of Seven hundred & fifty four pounds and three fifths of a pound of Tobacco, as well for their Damages by them sustained, as for their Costs & Charges by them about their suit in this behalf expended: Unto the said Clement Holliday & Gabriel Duvall, by the Court here with their assent adjudged & so forth — And the said William Alexander in mercy & so forth —

James Earle Clk

Judgment was rendered in this Action on the 16th. day of September in the year Seventeen hundred and eighty nine