and effect of the writing of agreement aforesaid and this the same Nehemiah is ready to verify: whereupon he prays Judgment of the aforesaid Plaintiffs ought to have or maintain their action aforesaid thereof against him &c.

Ja: Tilghman for Deft. and the Said Nehemiah Noble by his attorney aforesaid prayed that the Said Helen Maxwell and others to this plea aforesaid might reply; whereupon it was ruled by the Court here at the prayer of the Said Nehemiah Noble that the Said Helen Maxwell should reply to the plea aforesaid of the Said Nehemiah Noble by the Said Second Tuesday in September then next, or that Judgment by Default thereof against the Said Helen Maxwell should be rendered. the same day was given to the Said Nehemiah Noble there &c. And now here on this day to wit, the Second Tuesday of April in the year Seventeen hundred and ninety one came again here into Court as well the said Helen Maxwell and others by their attorney aforesaid, as the said Nehemiah Noble by his attorney aforesaid. Nevertheless the Said Nehemiah Noble by his attorney aforesaid relinquishing the argument above by him pretended saith that he cannot deny the action aforesaid of the Said Helen Maxwell and others so as aforesaid against him brought nor can he deny that the writing Obligatory aforesaid is the Deed of him the Said Nehemiah Noble nor that he owes unto the Said Helen Maxwell and others the aforesaid sum of two thousand pounds Current money in the writing Obligatory aforesaid mentioned in manner and form as the Said Helen Maxwell and others against him has Complained, therefore it is Considered by the Court here that the Said Helen Maxwell and others do recover against the Said Nehemiah Noble their Debt aforesaid, in form aforesaid whereof they are, and also the quantity of Six hundred and nineteen pounds of Tobacco, which was adjudged for their Costs and Charges by them about their suit in this behalf expended, and the Said Nehemiah Noble in Mercy &c. James Carter

Judgment was rendered in this action on the fifteenth day of April 1791 for penalty and Costs. To be released on the payment of One hundred and Twenty nine pounds nineteen Shillings and nine pence Current money with Interest thereon from the first day of January 1788 till paid Costs.

Robert Lloyd Nicols & Co.
against
Charles Frazier

Be it remembered that on the fourteenth day of January Anno Domini One thousand seven hundred and ninety, Command was given to the Sheriff of Queen Anns County, that he shou[ld] take Charles Frazier late of Queen Anns County Gentleman if he should be found in his Bailiwick and him safe keep so that he might have his Body before the Judges of our general Court to be held for the Eastern Shore of this State in Talbot County, at the Court house in the same County, the Second Tuesday of April next to answer unto Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine, of a plea that he render unto them the sum of two hundred and Twenty seven pounds two Shillings and two pence Current money, which unto them he owes and unjustly detains &c. and that thereof he the Said Sheriff should not fail at his peril and that he should have then and there that writ. At which Said Second Tuesday in April to wit, in

the year Seventeen hundred and ninety being the day for the return of the aforegoing writ, came the Said Robert Lloyd Nicols and Company by John Leeds Bozman their attorney, and Jonathan Jenny Sheriff of the County aforesaid, to the Court here made return that he had taken the Body of the Said Charles Frazier, and the same had ready according to the exigence of the Said writ, and the Said Charles Frazier by William Tilghman, his attorney came here into Court, and thereupon the Said Charles Frazier at the prayer of the Said Robert Lloyd Nicols & Co. was ruled to give special bail in the plea aforesaid whereupon William Perry of Talbot County Esquire, came here into Court before the Judges &c. in his proper person and became plege and Mainpernor for the aforesaid Charles Frazier, that if it should happen that Judgment by the Court here for the aforesaid Robert Lloyd Nicols & Co. in the plea aforesaid against the Said Charles Frazier should be rendered, then the same William Perry granted that of and the Debt as well such Damages Costs and Charges which unto the Said Robert Lloyd Nicols & Co. in this part should by the Court be adjudged of his lands and Chattels should be made and to the use of the Said Robert Lloyd Nicols & Co. levied, if it should happen that the Said Charles Frazier the Said Debt Damages, Costs and Charges unto the Said Robert Lloyd Nicols & Co. should not pay or his body in execution of such Judgment to the public prison of Queen Anns County aforesaid by that occasion should not render; and thereupon day was given as well to the Said Robert Lloyd Nicols & Co. as to the Said Charles Frazier by the Court here until the Second Tuesday in September then next following. At which Said Second Tuesday in September to wit, in the year Seventeen hundred and ninety came here again the parties aforesaid by their attorneys aforesaid and the Said Robert Lloyd Nicols & Co. by their attorney aforesaid filed their Declaration in the plea aforesaid against the said Charles Frazier which here follows as follows to wit, Eastern Shore State of Maryland Queen Anns County to wit, Charles Frazier, late of Queen Anns County, Gentleman, was summoned to answer Robert Lloyd Nicols, David Kerr, and Thomas Chamberlaine, of Talbot County Merchants, of a plea that he render unto them Two hundred and Twenty Seven pounds Two Shillings and two pence Current money which he owes them and unjustly detains &c. And Whereupon the Said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine by John Leeds Bozman their attorney complain, that whereas on the eighteenth day of December in the year of our Lord one thousand seven hundred and eighty six, at the County aforesaid, the said Charles by his writing Obligatory did acknowledge himself to be bound to the Said Robert Lloyd Nicols, David Kerr, and Thomas Chamberlaine, in the said sum of two hundred and Twenty Seven pounds Two Shillings and twopence Current money, to be paid to the said Robert Lloyd Nicols, David Kerr, and Thomas Chamberlaine, when, after the said Charles should be thereto required: Nevertheless the Said Charles (although often required) hath not paid to the said Robert Lloyd Nicols, David Kerr, and Thomas Chamberlaine the said sum of two hundred and Twenty Seven pounds Two Shillings and Two pence Current money, or any part thereof but hitherto altogether hath refused, and doth still refuse, to render the same; wherefore they say that they are injured and have damage, to the value of five hundred pounds: and thereupon they bring Suit &c. they bring here into Court the writing Obligatory aforesaid, which testifies the Debt aforesaid in form aforesaid: the date whereof is the day and year before mentioned,

John L. Bozman Esq. Pltffs Atty. John Doe Richard Roe The writing Obligatory whereof mention is made in the aforegoing Declaration comes as follows to wit, Know all men by these presents that I Charles Frazier of Queen Anns County, Held and firmly bound unto Robert Lloyd Nicols, David Kerr, and Thomas Chamberlaine in the Just and full sum of two hundred and Twenty Seven pounds Two Shillings and two pence Current money in Specie to be paid unto the Said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine their certain attorney Executors Administrators or assigns To which payment well and truly to be made and done I do bind myself my heirs Executors Administrators and assigns firmly by these presents Sealed with my seal and dated this Eighteenth day of December Anno Domini One thousand seven hundred and Eighty six, The Condition of the above Obligation is such that if the above bound Charles Frazier do and shall well and truly pay or cause to be paid unto the