the Said Solomon Williams, by William Tilghman his attorney saith, that whereas the Said James Clow on the Seventeenth day of May in the year of our Lord, one thousand seven hundred Eighty seven, 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 Solomon in the aforesaid sum of one hundred and five pounds Current money of Maryland to be paid to the Said Solomon when thereto afterward he should be required, yet the said James (altho often required) the aforesaid sum of money to the Said Solomon hath not paid but the same to him to pay hath hitherto altogether refused and still doth refuse to the damage of the Said Solomon one hundred and five pounds Current money aforesaid, and therefore he brings Suit &c.

Wm Tilghman plaintiff's Atty John Doe Richard Roe —

And the Said James Clow by his attorney aforesaid comes and defends the force and injury when and wherefore, and prays further leave to imparle hereto, until next Court and he hath it, and the same day is given to the Plff also. At which Said next Court term, the Monday before the fourth Tuesday of October, being the twenty sixth day of the same month, anno Domini one thousand seven hundred and Eighty nine, Come again the parties aforesaid by their attorneys &c and the Said James Clow by his Said attorney as before defends the force and injury when and wherefore, and prays leave to imparle to the action aforesaid until next Court, and he hath it and the same day is given to the plaintiff also. At which Said next Court term, the Monday before the fourth tuesday of March, being the twenty second day of the same month, anno Domini one thousand seven hundred and ninety, Comes again the aforesaid Solomon Williams by his Said attorney, as the Said James Clow by Peregrine Lockhart his attorney and the said James Clow by his attorney aforesaid produces to the Court here the State of Maryland writ of Habeas Corpus which is as follows to wit, The State of Maryland &c. To the Justices and Sheriff of Queen Anns County Greeting; whereas a certain James Clows late of Queen Anns County planter is detained in the prison of Said County, under the custody of you our Said Sheriff, at the Suit of a certain Solomon Williams of a plea of Debt and wrongs; which Said plea and is said still depends before you our Said Justices, undetermined; and we being willing for divers Causes that the plea aforesaid, undetermined as aforesaid should be heard and determined before the Judges of our General Court, Therefore we Command you that you have the Body of the Said James Clows by whatever name or names he may be called in the plea aforesaid, together with the Cause of his Caption and detention and all things thereunto relating, 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 that our Said Judges of our Said General Court may further proceed therein, as to Justice appertains, and wrongs, thereof fail not at your peril and have you then and there this writ, witness the Honorable Robert Hanson Harrison Esquire Chief Judge of our Said Court the first day of October anno Domini 1789 and the 24th day of March anno Domini 1790. (Pl.)

James Earle Clk.

which being allowed of by the Court, a transcript of the proceedings, with all things thereunto relating is ordered to be transmitted to the Honorable the Judges of the General Court, and it is done accordingly. In Testimony whereof that the aforegoing is a true Copy from the Record and proceedings of Queen Anns County Court I have hereunto set my hand and affixed my seal of Office this Seventh day of April anno Domini one thousand seven hundred and ninety.

Seal of Q. A. Co.

Sam. Wright Clk. of Queen Anns County.

And the Said Solomon Williams by his attorney aforesaid prays that the Said

James Clows might be held to file his plea in answer to the Declaration of him the Said Solomon Williams on or before the second Tuesday of September then next following, or that Judgment by default thereof against him might be rendered and it was granted unto him. The same day was given to the Said Solomon Williams there &c. At which Said second Tuesday in September came here into our Said General Court the Said Solomon Williams by his Said attorney as aforesaid James Clows, by his Said attorney, and the Said Solomon Williams by his Said attorney offered the following Bond, which here follows as follows to wit, Know all men by these presents that I James Clow of Queen Anns County and State of Maryland am held and firmly bound to Solomon Williams of the same State and County aforesaid in the full and just sum of one hundred and five pounds Specie to be paid unto the Said Solomon Williams his Certain attorney, Executors, Administrators or assigns. To which payment well and truly to be made and done I bind myself my heirs Executors and Administrators firmly by these presents. Sealed with my Seal, and dated this Seventeenth day of May anno Domini, one thousand seven hundred and eighty seven. The Condition of this Obligation is such, that if the above bound James Clow his heirs Executors or Administrators do and shall well and truly pay or cause to be paid to the above mentioned Solomon Williams, his Certain attorney, executors, Administrators, or assigns, the just and full sum of fifty two pounds ten Shillings Specie nine Spanish Dollars at seven Shillings & six pence each or other Gold and Silver at its Current passing values in the State of Maryland with legal Interest for the same; then the above Obligation to be void, else to remain in full force and Virtue in law. Signed Sealed and delivered in the presence of Edward Williams John Hutchison

James Clow (Seal)

and the Said Solomon Williams by his Said attorney prays that the Said James Clow should be further held to file his plea in answer to the Declaration aforesaid of him the Said Solomon Williams, by the second Tuesday of April then next following and it was said to the Said James Clow that if he should not answer to the Declaration aforesaid by the day aforesaid, Judgment should be rendered against him by default, the same day was given to the Said Solomon Williams there &c. forsooth.

AND now here on this day to wit, the second Tuesday of April in the year seventeen hundred and ninety one, Come here again the parties aforesaid by their attorneys aforesaid and the Said James Clow by his attorney aforesaid defendeth the wrong and injury when &c and saith that he cannot gain say the action of the said Solomon Williams so aforesaid against him brought, nor can he deny that the writing Obligatory aforesaid is the Deed of him the said James Clow nor that he owes unto the Said Solomon Williams the aforesaid sum of one hundred and five pounds Current money in the writing Obligatory aforesaid mentioned, in manner and form as the Said Solomon Williams against him has complained. Therefore it is considered by the Court here that the Said Solomon Williams do recover against the Said James Clow his Debt aforesaid, in form aforesaid acknowledged, and also the quantity of Eight hundred and ninety nine pounds and twenty fifths of a pound of Tobacco which was adjudged for his Costs and Charges by him about his Suit in this behalf expended, and the Said James Clow in mercy &c.

James Earle Clk.

Judgment was rendered in this action on the fifteenth day of April 1791 for penalty and Cost to be released on the payment of the principal Interest and Costs payments if any be allowed Stay of execution till next Term.