by their attorney aforesaid offered themselves against the aforesaid Mannaduke and Com-
-plained thereof against him in the following words, to wit, Mannaduke Medford, late of
Kent County Maryland farmer was summoned to answer unto Barney Case, and Philip
Brooks, in a plea that he render unto them the sum of one hundred and sixty seven pounds
one shilling and eight pence Current money which to them he owes and unjustly detains
and so forth, And whereupon the said Barney Case and Philip Brooks by Per Lethenbury
their attorney say that whereas the said Mannaduke on the Sixteenth day of May seventeen
hundred & eighty seven, at Kent County aforesaid by his certain writing Obligatory aforesaid
acknowledged himself to be held and firmly bound unto the said Barney and Philip in
the aforesaid sum of One hundred and sixty seven pounds, one shilling and eight pence
specie to be paid to them the said Barney and Philip when afterwards he should thereunto
required, Nevertheless the aforesaid Mannaduke at his often thereunto required the said
sum of One hundred and sixty seven pounds one shilling and eight pence specie as aforesaid to
them the said Barney and Philip hath not paid but the same to them hitherto he render or
pay he hath altogether refused and still doth refuse whereof they say they are the
worse and have damage to the value of ten pounds specie and therefore they bring suit
and so forth and bring here into Court the writing Obligatory aforesaid sealed with the
seal of the said Mannaduke which the debt aforesaid in form aforesaid witnesseth the
date of which is the day and year aforesaid and so forth,

Per: Lethenbury for the Plff plaings Qt. Solem Per Richard Rec.

and the aforesaid Mannaduke by his attorney aforesaid prayeth an hearing of the writing
Obligatory aforesaid and the Condition thereof and he hath them in the following words
and to wit, Know all men by these presents that I Mannaduke Medford of Kent County
Maryland farmer am held and firmly bound unto Barney Case and Philip Brooks Merchants
Chester Town Maryland, in the full and just sum of one hundred and sixty seven pounds
one shilling and eight pence specie to be paid to the said Barney Case and Philip Brooks
or either of them or to their 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 and each of them firmly by these presents Sealed with my seal and dated
this Sixteenth day of May in the year of our Lord one thousand seven hundred and
eighty seven, The Condition of the above Obligation is such that if the above bounden
Mannaduke Medford his heirs Executors Administrators or any of them shall and
do well and truly pay or cause to be paid unto the above mentioned Barney Case and
Philip Brooks or either of them or to their certain attorney executors Administrators or
assigns the full and just sum of eighty three pounds ten shillings and ten pence specie
on or before the tenth day of August next without any fraud or delay then this Obligation
to be void and of none effect or else to remain in full force and virtue in law
Sealed and Delivered in presence of Mannaduke Medford (Seal)
James Strong.

And the aforesaid Mannaduke by his attorney aforesaid prays leave of imparling
thereof here to the action aforesaid until the monday before the third Tuesday of
June next and he had it the same day was given the aforesaid Barney and Philip
here and so forth, At which said monday before the third Tuesday of June seventeen
hundred and eighty nine, Came again the parties aforesaid by their attorneys aforesaid
and the aforesaid Mannaduke by his attorney aforesaid prays defends the force and

injury when and so forth and prays leave of imparling thereof here to the action aforesaid until
the monday before the third Tuesday of October next and he had it the same day was given
the aforesaid Barney and Philip here and so forth. At which said monday before the third
Tuesday of October seventeen hundred and eighty nine, Came again the parties aforesaid by their
attorneys aforesaid and the aforesaid Mannaduke by his attorney aforesaid defends the force &
injury when and so forth and prays further leave of imparling thereof here to the action
aforesaid until the monday before the third Tuesday of March next and he had it
the same day was given the aforesaid Barney and Philip here and so forth, At which
said monday before the third Tuesday of March seventeen hundred and ninety Came again
the parties aforesaid by their attorneys aforesaid and the aforesaid Mannaduke by his attorney &
alledge to the Court here that the action aforesaid is as aforesaid depending between the aforesaid
Barney and Philip Plaintiffs and him the said Mannaduke Defendant was by Habeas Corpus
removed to the General Court held at Talbot County Court house for the Eastern Shore of this
State on the second Tuesday of April next of all which the said Court for the County &c
hath legal notice by Habeas Corpus amongst the proceedings of the same Court filed and
attested, In Testimony that the above is a true Copy of the proceedings in the action
aforesaid I have hereunto set my hand and affixed the seal of said
County this 28th day of March 1790. Ben: Chambers Clk K. Co.

(Seal of K. Co. Court)

Whereupon the said Mannaduke Medford by his attorney aforesaid comes and thereupon
the process of and upon the premises aforesaid between the said parties and their attorneys
and by order of the said Court was thereupon Continued until the second Tuesday in September
then next following, At which said second Tuesday in September Came here again the parties
aforesaid by their attorneys aforesaid and the said Barney Case and Philip Brooks by their
attorney aforesaid prays that the said Mannaduke Medford might be called to plead he
in answer to the Declaration of them the said Barney Case and Philip Brooks, on or before
the Second Tuesday of April next, or that Judgment by default thereof against the said
Mannaduke Medford might be rendered, and it was granted unto him. The demandants
given to the said Barney Case and Philip Brooks thereof. And Now here on this
day to wit, the second Tuesday in April in the year Seventeen hundred and ninety one, Came
here again the parties aforesaid by their attorneys aforesaid, and the said Mannaduke
Medford by his attorney aforesaid, defendeth the wrong and injury when &c and doth
that he cannot gain say the action of the said Barney Case and Philip Brooks
was aforesaid against him brought nor can he deny that the writing Obligatory af
is the Deed of him the said Mannaduke Medford, nor that he owes unto the said
Barney Case and Philip Brooks the aforesaid sum of one hundred and sixty seven
pounds one shillings and eight pence Current money in the writing Obligatory aforesaid
mentioned in manner and form as the said Barney Case and Philip Brooks against
him has Complained, Therefore it is Considered by the Court here that the said
Barney Case and Philip Brooks do recover against the said Mannaduke Medford
their Debt aforesaid in form aforesaid acknowledged, and also the quantity of seven
hundred and ninety four and one fifth of a pound of tobacco which was adjudged for his
Costs and Charges by them about their suit in this behalf expended, and the said
Mannaduke Medford in Mercy &c. James Earle Clk