Whereas a certain Joseph Dawson late of Dorchester County is detained in the prison of our said County, under the Custody of you our said Sheriff, at the suit of a certain Charles Carroll of Carrollton, of a plea of Covenant and sixth, which said plea, as it is said, still depends before you, our said Justices, undetermined; now we being willing, for divers Causes, that the said plea 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 Joseph Dawson, by whatsoever name or surnames 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 sixth. Hereof 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, this first day of October anno Domini 1789. Issued the 2d day of March anno Domini 1790.

Gd. James Earle Clk

At which said second Tuesday in April term, in the year Seventeen hundred and ninety being the day for the return of the aforegoing writ of Habeas Corpus came here into our said Court the said Charles Carroll by William Evans Attorney his attorney, and the Justices and Sheriff of Dorchester County in Obedience to the Command aforesaid made, return of the same writ with the following Record thereto annexed to wit, In the Records and proceedings of Dorchester County it is amongst other things Recorded as follows to wit, Dorchester County, to wit, At a County Court of the State of Maryland held for Dorchester County at Cambridge in the said County on Monday the eighth day of March in the year Seventeen hundred and ninety, before the Justices of the Same State duly Commissioned and assigned to keep the peace in the said County of whom were present The worshipful, John Lewis, Edward Noel, Thomas Ennis, Henry Lake, Daniel Sullivane, Moses Lecompte, Solomon Birckhead, Robert Dennis and John Tolle Esquires.

John Eccleston Shff. R Dickinson Clk.

Charles Carroll ag. Joseph Dawson

Command was given to the Sheriff of Dorchester County, the first day of March in the year Seventeen hundred and eighty eight, that he should take Joseph Dawson late of Dorchester County Merchant if he should be found in his Bailiwick and him in his Custody safely keep so that he should have his body before the Justices of Dorchester County Court to be held at Cambridge in the said County the Monday before the second Tuesday in March then instant to answer unto Charles Carroll of a plea that he keep with him his Covenants broken according to the form force and effect of a certain writing between them thereof made, and that he should then and there have that writ, At which mentioned day to wit, the said Monday before the second Tuesday in March in the year Seventeen hundred and eighty eight, here came the said Charles Carroll by William Evans Attorney his attorney and Thomas Lockerman the Sheriff of the County aforesaid, to this Court here made return that he now has the writ, Nevertheless the same Joseph Dawson, by Gustavus Scott his attorney voluntarily Came here into Court and thereupon the same Joseph Dawson at the prayer of the said Charles Carroll was bailed to give special bail in the plea aforesaid Whereupon Patrick Ewing of Dorchester County Came here into Court before the Justices aforesaid in his proper person and became pledge and Mainpriser for the aforesaid Joseph Dawson, that if it should happen that Judgment by the Court here for the said Charles Carroll in the plea aforesaid against the aforesaid Joseph Dawson should be rendered then the same Patrick Ewing granted that of the damages aforesaid and such Costs and Charges which unto the aforesaid Charles Carroll in this behalf should by the Court be adjudged of his Lands and Chattels should be made and to the use of the aforesaid Charles Carroll to wit if it should happen that the said Joseph Dawson the said damages Costs and Charges unto the aforesaid Charles Carroll should not pay or his body in Execution of such Judgment to the public prison of Dorchester County aforesaid by Caption should not render, and thereupon day

was given as well to the said Charles Carroll as to the said Joseph Dawson by the Court here until the Monday before the second Tuesday in June then next following, At which day to wit, the said Monday before the second Tuesday in June here came again as well the said Charles Carroll, as the said Joseph Dawson by their attorneys aforesaid, and thereupon day was further given as well to the said Charles Carroll as to the said Joseph Dawson by the Court here until the Monday before the second Tuesday in October then next following, At which day to wit, the said Monday before the second Tuesday in October here came again as well the said Charles Carroll as the said Joseph Dawson by their attorneys aforesaid, and thereupon day was further given as well to the said Charles Carroll as to the said Joseph Dawson by the Court here until the Monday before the second Tuesday in March then next following, At which day to wit, the said second Monday before the second Tuesday in March in the year Seventeen hundred and eighty nine, here came again as well the said Charles Carroll, as the said Joseph Dawson by their attorneys aforesaid and the said Charles Carroll by his attorney aforesaid affirm his Declaration in the plea aforesaid against the said Joseph Dawson in manner and form following to wit, Dorchester County to wit, Joseph Dawson late of Dorchester County Merchant was summoned to answer unto Charles Carroll of a plea that he keep with him his Covenants broken according to the form force and effect of a certain writing between them thereof made, And

Whereupon the said Charles by W. his attorney his attorney saith that whereas the said Charles by a certain Indenture made the eighth day of January one thousand seven hundred and eighty four at the City of Annapolis in the County aforesaid between the said Charles by the name of Charles Carroll of Carrollton of the City of Annapolis aforesaid of the one part and the said Joseph by the name of Joseph Dawson of the same City of the other part which sealed by the seal of the said Joseph the said Charles brings here into Court the date whereof is the same day and year above for and in Consideration of the said Joseph's performing the Covenants and agreements within the said Indenture mentioned demised to the said Joseph his Heirs Executors Administrators and assigns all that lot of ground numbered one in the plot of Eleven lots laid out by William Brown for the said Charles in the month of June Seventeen hundred and eighty four, lying and being in the aforesaid City of Annapolis and bounding on the water from Henry Sibells lot to Carroll point the said lot number one beginning at a post of Henry Sibells lot and running thence south thirty five degrees and three quarters of a degree east fifty feet to a post then north fifty degrees east one hundred eighty nine feet and half a foot to the water edge then with the water North eighteen degrees and half a degree east sixty two feet until it intersects a line drawn from the end of Henry Sibells line then forty degrees thirty minutes east one hundred ninety feet with Sibells line to the beginning To have and to hold the said lot number one unto the said Joseph his Heirs Executors Administrators and assigns for and during the term of ninety nine years renewable for ever commencing from the twenty fifth day of June one thousand seven hundred and eighty four yielding and paying therefor the thousand yearly and every year during the Demise unto him the said Charles his Heirs Executors administrators and assigns the yearly rent of twelve pounds ten shillings sterling in Spanish milled dollars rated at four shillings and six pence sterling each and the said Joseph for himself his Heirs executors Administrators and assigns further Covenanted with the said Charles his Heirs Executors Administrators and assigns that he the said Joseph should well and truly pay or cause to be paid unto the said Charles his Heirs Executors Administrators and assigns the rent aforesaid that is to say six pounds five shillings thereof on the twenty fifth day of September and the like sum on the twenty fifth day of June yearly and every year during the Demise aforesaid as by the said Indenture more fully appears by virtue of which demise the said Joseph entered into the said lot and is still thereof possessed but the said Charles further saith that the said Joseph did not pay or cause to be paid to the said Charles the yearly rent aforesaid at the times and days aforesaid and according to the form and effect of the aforesaid Covenants but the same of twenty five pounds sterling money is due and remains unpaid by the said Joseph to the said Charles contrary to the form and effect of the Covenants aforesaid whereby the said Charles hath damage to the amount of one hundred pounds current money and therefore he brings his suit.

W. Attorney. Pledges Pl. John Doe & Richard Roe

And the said Joseph Dawson by his attorney aforesaid defendeth the wrong and injury when