John Scott, James Carpenter, Richard Graves, John Page, John Woodland, John Thomas, Jeremiah Nicols, William Grindage, and Richard Hynson Esquires, Justices of the peace for Kent County, and Josiah Johnson, High Sheriff of the same County. We John Scott, James Carpenter, Richard Graves, John Page, John Woodland, John Thomas, Jeremiah Nicols, William Grindage, and Richard Hynson Justices as aforesaid, and Josiah Johnson Sheriff, To the Honorable the Judges of the General Court, for the Eastern Shore of the State of Maryland Certify, That Command was given to the Sheriff of Kent County, on the monday before the third Tuesday of March seventeen hundred and eighty nine, that he should take Joseph Davenport late of Kent County yeoman if he should be found in his Bailiwick, and him safe keep so that he might have his Body before the Justices of our next County Court to be held at the Court house in the same County in the Town of Chester in said County, on the monday before the third Tuesday of June next to answer unto William Grindage in a plea that he render unto him the sum of Eighty pounds Current money which to him he owes and unjustly detains and detains, As which said monday before the third Tuesday in June Seventeen hundred and Eighty nine, Came the aforesaid William Grindage, by William Tilghman, his attorney and the Sheriff of Kent County, also Came and made return of the writ aforesaid, to the Court here thereon endorsed as follows, to wit, "Cepi Edward Morrell Sheriff." Thereupon David Davenport of Kent County farmer, in his proper person here in Court did come and became pledge and security for the aforesaid Joseph Davenport, that if it should happen the aforesaid Joseph Davenport, be convicted in the plea aforesaid, that then the same security granted, as well the debt aforesaid as all the damages Cost and Charges which unto the same William Grindage in the plea aforesaid should be adjudged of the goods and Chattels Lands and Tenements of the same David Davenport to be made and for the use of the same William Grindage levied if it should happen that the said Joseph Davenport the debt and Damages Cost and Charges of the same William Grindage in the plea aforesaid should not pay, at himself into the custody of the Sheriff of Kent County in that Occasion render, and the aforesaid Joseph Davenport by Isabella Wright his attorney Came and defended the force and injury when &c and prayed Liberty of imparling thereof here to the action aforesaid, till the monday before the third Tuesday of October next, and he had it the same day was given the aforesaid William 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 Joseph by his attorney aforesaid defends the force and injury when &c forth, and prayed further Liberty of imparling thereof here to the action aforesaid, until the monday before the third Tuesday in March next, and he had it, the same day was given the aforesaid William 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 Joseph further defends the force and injury when &c forth, and prayed Liberty 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 William here and so forth, At which same monday before the third Tuesday of June seventeen hundred and ninety, Came again the parties aforesaid by their attorneys aforesaid, and the aforesaid William by his attorney aforesaid Offered himself against him the aforesaid Joseph, in the plea aforesaid, and Complained thereof against him in the following words to wit, Joseph Davenport, late of Kent County, was summoned to answer unto William Grindage of a plea that he render unto him Eighty pounds Current money of Maryland,

which to him he owes and unjustly detains &c. And whereupon the said William Grindage by his William Tilghman his attorney, saith that whereas the said Joseph Davenport, on the twentieth day of September in the year of our Lord one thousand seven hundred and eighty six, at the County aforesaid by his Certain writing Obligatory with his seal sealed and to the Court here shown the date whereof is the day and year aforesaid, acknowledged himself to be bound unto the said William in the aforesaid sum of Eighty pounds Current money of Maryland to be paid to the said William when thereto after and he should be required, yet the said Joseph (tho' often required) the aforesaid sum of money to the said William hath not paid but the same to him to pay hitherto altogether refused and still doth refuse to the damage of the said William Eighty pounds Current money aforesaid and therefore he brings suit &c.

Wm Tilghman, pledges &c. John Doe & Richard Roe.

Thereupon the aforesaid Joseph by his attorney aforesaid, alledges to the same Court that the action aforesaid so as aforesaid depending between the said William Grindage Plaintiff and him the said Joseph Davenport defendant is by Habeas Corpus removed to the General Court, to be held at Talbot County Court house in the second Tuesday of September next of all which the said Court for the County of Kent aforesaid hath legal notice by Habeas Corpus amongst the proceedings of the same Court before and above,

Seal of Kent County Court

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 Kent County this sixth day of September 1790.

Ben: Chambers Clk W. Co. Court

Thereupon further process of Law upon the premises aforesaid, between the parties aforesaid, by Consent of the said parties and their attorneys aforesaid, and by order of the Court, here thereon was continued until the second Tuesday in September then next following. —

And now here on this day to wit, the second Tuesday of September Anno Domini Seventeen hundred and ninety one; here Came again the parties aforesaid by their attorneys aforesaid, and the said Joseph Davenport by his attorney aforesaid, defends the force and injury when &c and saith that he cannot gainsay this the action of the aforesaid William Grindage, so as aforesaid against him brought, nor can he deny but that the writing Obligatory aforesaid is the deed of him the said Joseph Davenport, nor but that he owes unto the said William Grindage, the aforesaid sum of Eighty pounds Current money, in the writing Obligatory aforesaid mentioned in manner and form as the said William Grindage, against him has Complained, Therefore by the Court now here it is considered, that the said William Grindage, do recover against the said Joseph Davenport, his Debt aforesaid in form aforesaid acknowledged, and also the Quantity of Eight hundred and twenty seven and three fifths pounds of Tobacco which was adjudged for his Costs and Charges, by him about his suit in this behalf expended, and the said Joseph Davenport in mercy &c.

James Earle Clk.

Judgment was rendered in this action on the fifteenth day of September Anno Domini one thousand seven hundred and ninety one, on a Bond date the nineteenth day of September one thousand seven hundred and Eighty six, for £80-0-0 penalty; penalty to be released on the payment of the principal Interest and Costs, payments if any to be allowed stay of Execution till next Term,