And thereupon here came as well the said John Borrie, by James Tilghman his Attorney afs.; as the said John Burk by Samuel Earle his Attorney afs., and the said John Burk by his Attorney afs. defended the force and injury when and so forth, and prayed the liberty of imparling therein, until the second Tuesday in September then next following; and it was granted unto him, the same day was given to the afs. John Borrie then and so forth — At which day to wit, the second Tuesday in September, here came the parties afs. by their Attorneys afs., and the said John Burk by his Attorney afs. prayed that the said John Borrie against him might declare: and thereupon day was given, by the Court here, until the second Tuesday in April then next following, to the said John Borrie to declare against him the said John Burk; and it was said to the said John Borrie, by the Court here, that he on that day should declare against the said John Burk, or that Judgment for default thereof against him the same John Borrie, for the said John Burk should be rendered: the same day was given to the said John Burk there and so forth — And now here at this day to wit, the second Tuesday in April seventeen hundred and ninety come the parties afs. by their Attorneys afs. and the said John Borrie by his Attorney afs. affiled his Declaration in the plea afs. against the said John Burk in manner and form following to wit, The State of Maryland, to wit, John Burk late of Queen Anns County Farmer, otherwise called John Burk of Queen Anns County Maryland Farmer was summoned to answer unto John Borrie of a plea, that he render unto him the sum of one hundred and twenty six pounds, nine shillings and four pence half penny good and lawful money, that is Spanish milled Dollars at the rate of seven shillings and six pence each, which to him he owes and unjustly detains and so forth. And whereupon the said John Borrie by Samuel Tilghman his Attorney saith that whereas the afs. John Burk on the fourteenth day of January in the year seventeen hundred and eighty, at the County afs., by his certain writing Obligatory, acknowledged himself to be held and firmly bound unto him the said John Borrie in the afs. sum of one hundred and twenty

six pounds nine shillings and four pence half penny current money, to be paid to him the said John Borrie when afterwards she should be thereunto required: Nevertheless the afs. John Burk, (altho often thereunto required) the afs. sum of money to the said John Borrie hath not rendered or paid, but the same to him hitherto to render or pay, he hath altogether refused, and still doth refuse, wherefore he saith he is the worse and hath damage to the value of one hundred pounds current money afs., and therefore he brings Suit and so forth: and brings here into Court the writing Obligatory afs., sealed with the seal of the afs. John Burk which the debt afs., in form afs. witnesseth the date whereof is the day and year afs., and so forth —

Ja. Tilghman for the Plff. Pledges &c { John Doe / Rich. Roe }

And the said John Burk by his Attorney afs. defended the force and injury when and so forth; and saith that he cannot gainsay the Action afs. of the said John Borrie, nor can he deny but that he oweth unto the said John Borrie the sum of one hundred and twenty six pounds, nine shillings and four pence half penny current money in manner and form as the said John Borrie above against him hath complained: Therefore it is considered by the Court here, that the said John Borrie do recover against the said John Burk his debt afs. in form afs. acknowledged: as also the quantity of nine hundred and fifty five and four fifths of a pound of Tobacco, as well for his damages which he hath sustained by occasion of the detention of that debt, as for his costs and charges by him about his Suit in this behalf expended, unto the same John Borrie by the Court here with his assent adjudged &c: and the said John Burk in mercy &c.

James Earle Clk:

Judgment was confessed in this Action on the twentieth day of April for the penalty and costs; to be released on the payment of the principal, interest and costs — payments if any to be allowed — Stay of Execution till September Term next —