The Condition of the above obligation is such that if the above bound Thomas Counsey, his Heirs, Exors or Admrs, shall well and truly pay to the above named James Holliday, his Exors, Admrs or Assigns the full and just sum of one hundred pounds current money with lawfull Interest thereon, then the above obligation to be void or else of force and virtue in the Law.

Sealed and delivered in the presence of Mr. Harrison } Thomas Counsey (LS) Edw.d Counsey (LS)

And the said Thomas by his Attorney aforesaid defends the force and injury when and wherefore, and saith that he cannot gainsay the Action aforesaid of the said Anna Maria and James, nor but that the writing obligatory aforesaid is the Deed of him the said Thomas, nor but that he owes unto the said Anna Maria and James, the said sum of two hundred pounds current money in manner and form as the said Anna Maria and James above against him have complained; Therefore it is considered by the Court here, that the said Anna Maria and James Holliday do recover against the said Thomas their Debt aforesaid, in form aforesaid acknowledged; as also the Quantity of four hundred and forty four and four fifths pounds of Tobacco, as well for their Damages which he hath sustained by occasion of the detention of that Debt, as for their Costs and Charges by them about their suit in this behalf expended and the same Anna Maria and James Holliday by the Court here with their Assent adjudged &c. and the Thomas in mercy &c.

James Earle Clk.

Judgment was confessed in this Action on the twentieth day of April seventeen hundred and ninety for Penalty and Costs, Penalty to be released on Payment of Principal, Interest and Costs; Stay of Execution till September Term seventeen hundred and ninety one.

John Gregory Junr. vs Duayle C. Christian

Be it remembered that on the fifteenth day of April seventeen hundred and ninety, Command was given to the Sheriff of Talbot County that he should take Duayle Charles Christian late of Talbot County Merchant, if he should be found in his Bailiwick, and him safe keep, so that he might have his body 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 the second Tuesday of April Instant, to answer unto John Gregory Junior of a plea that he render unto him of a plea of Trespass upon the Case and so forth.

And that thereof he the said Sheriff should not fail at his peril, and that he should have then and there that Writ. And now here at this day, to wit, the second Tuesday of April seventeen hundred and ninety, being the day of the return of the said Writ, comes the said John by Gustavus Scott his Attorney, and the Sheriff of Talbot County to whom the same Writ was directed, likewise comes and makes return thereof to the Court here then endorsed, to wit, "Cepi John Roberts Shff." And the said Duayle by Peter Letherbury his Attorney comes here into Court, and the said John by his Attorney aforesaid declares against the said Duayle in manner and form following, to wit; Talbot County ss. And whereupon the said John Gregorie by Gustavus Scott his Attorney complains that whereas the said Duayle Charles on the fifteenth day of April in the year of our Lord seventeen hundred and ninety at the County aforesaid made his certain note in writing, called a promissory note with his own proper hand thereto subscribed and by the said note promised to pay to the said John Gregorie the full and just sum of sixteen hundred and sixty four pounds seven shillings and eight pence current money of Maryland and by reason of the premises and by force of the Statute in that case made and provided the said Duayle Charles became liable to pay to the said John the said sum of money according to the form and effect of the said note; and being so liable the said Duayle Charles in consideration thereof, afterwards, to wit, on the day and year aforesaid at the County aforesaid upon himself assumed and to the said John the sum of money in the said note mentioned according to the form and effect of the said note. Yet the said Duayle Charles his promise and assumption aforesaid, in form aforesaid made, not regarding but minding and fraudulently the said John in this behalf craftily and subtilly to deceive and defraud the sum of money in the said note mentioned to the said John hath not paid (altho afterwards, to wit, on the first day of April in the year of our Lord one thousand seven hundred and ninety and often afterwards at the County aforesaid the said Duayle Charles by the said John was requested) but the same to him to pay hath hitherto altogether refused and still doth refuse to the damage of the said John three thousand pounds current money of Maryland and thereupon he brings suit &c.

Gustavus Scott pledges &c. John Doe, Richard Roe

The promissory note whereof mention is made in the Declaration aforesaid, answer in the words and figures following, to wit: