by their Attorneys aforesaid; and it was said to the said Sidney that he should answer to the Declaration of him the said James by the second Tuesday of September then next following; and it was further said to the said Sidney, that if he should not answer to the Declaration aforesaid, by the day aforesaid, Judgment should be rendered against him by default: Whereupon further process of and 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, the same was further continued until the second Tuesday of September then next following – And now here at this day, to wit, the second Tuesday of September seventeen hundred and ninety, comes the said James by his Attorney aforesaid, and the said Sidney altho solemnly called comes not nor saith anything in bar or preclusion of the Action aforesaid of him the said James, but therein doth make default, whereby the said James remains against the said Sidney therein undefended – Therefore it is considered by the Court here, that the said James do recover against the said Sidney his Damages aforesaid to two hundred and forty eight pounds fourteen shillings current money by the Court here assessed according to the Act of Assembly in such case made and provided; as also the Quantity of seven hundred and twenty two and two fifths pounds of Tobacco for his Costs and Charges by him about his suit in this behalf expended, unto him by the Court here with his Assent adjudged: and the said Sidney in Mercy &c –

James Earle Clk.

Robert Anderson &c
vs
Sidney George Admr
of Joshua George

Be it remembered that on the eighteenth day of February seventeen hundred and eighty eight, Command was given to the Sheriff of Cecil County that he should take Joshua George late of Cecil County County Gentleman if he should be found in his Bailiwick, and him safe keep, so that he might have his body before the Judges of the General Court to be held for the Eastern Shore of this State, at Talbot County Court house, the second Tuesday of April next, to answer unto Robert Anderson, Hugh Lenox and Thomas Ewing of a plea that he render unto them the sum of two hundred and forty six pounds lawful current money which to them he owes and unjustly detains 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 so forth – And the said Robert Anderson and Company by Peregrine Lethbury their Attorney, declared against the said Joshua in manner and form following, to wit; Cecil County, Eastern Shore of Maryland, to wit: Joshua George late of Cecil County Gentleman, was summoned to answer unto Robert Anderson, Hugh Lenox and Thomas Ewing, by the name of Robert Anderson and Company, of a plea that he render unto them the sum of two hundred and forty six pounds lawful current money, which to them he owes and unjustly detains and so forth – And whereupon the said Robert Anderson, Hugh Lenox and Thomas Ewing by Peregrine Lethbury their Attorney, say that whereas the aforesaid Joshua George on the first day of March in the year seventeen hundred and eighty six at Cecil County aforesaid, by his certain writing obligatory

acknowledged himself to be held and firmly bound unto the said Anderson Lenox and Ewing by the name of Robert Anderson &c. in the aforesaid sum of two hundred and forty six pounds lawful current money, to be paid to the said Robert Anderson and Company when afterwards he should be thereunto required: And the said Joshua (altho often thereunto required) the aforesaid sum of two hundred and forty six pounds current lawful money, to the said Robert Anderson and Company hath not rendered or paid, but the same to them 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 aforesaid, and therefore he brings suit and so forth, and brings here into Court the writing obligatory aforesaid; sealed with the seal of the aforesaid Joshua, which the Debt aforesaid, in form aforesaid, witnesseth, the Date in the day and year aforesaid and so forth – Per Lethbury – for the Plff. – Pledges and so forth – John Doe & Richd Roe –

And the aforesaid Joshua George by Hugh Matthews, his Attorney, comes and defends the force and injury, when, and so forth, and prays an hearing of the writing obligatory aforesaid, and the Condition thereof, and he hath them as follows, to wit: Know all men by these presents that I, Joshua George of Cecil County and State of Maryland Gentleman, held and firmly bound unto Robert Anderson and Company of Kent County and State aforesaid Merchants in the sum of two hundred and forty six pounds current lawful money of Maryland, to be paid the said Robert Anderson and Company, their certain Attorney, Exors, Admrs or Assigns: to which payment well and to be made, I bind myself, my Heirs, Exors and Admrs, and each of them jointly and severally firmly by these presents, sealed with my seal, and dated the first day of March 1786. The Condition of this obligation is such that if the above bounden Joshua George, his Heirs, Exors, Admrs or any of them shall and do well and truly pay or cause to be paid unto the above named Robert Anderson and Company, their certain Attorney, Exors, Admrs or Assigns the just sum of one hundred and twenty three pounds current money in Gold or Silver, rating Dollars at seven shillings and six pence each, without any fraud or further delay, then the above obligation to be void, or else to remain in full force and Virtue –

Sealed and delivered in the presence of John D. Thompson, John Miller – } Joshua George (Seal)

At which said second Tuesday of April seventeen hundred and eighty eight, being the day of the return of the aforesaid Writ, came the said Robert Anderson and Company by their Attorney aforesaid, and the Sheriff of Cecil County, to whom the aforegoing Writ was directed, likewise came and made return thereof to the Court here thereon endorsed, to wit: "Cepi Archibald Job Shff." And the said Joshua by his Attorney aforesaid, came here into Court: Thereupon at the prayer of the said Robert Anderson and Company, the said Joshua was ruled to give Special Bail in the plea aforesaid: Whereupon the said Joshua by his Attorney aforesaid filed in Court