September Term 1790

George Impey Dawson
vs
William Webb Haddaway Jr.
Exor of William Wm. Haddaway

Be it remembered that on the twenty fifth day of August seventeen hundred and eighty nine, Command was given to the Sheriff of Talbot County, that he should take William Webb Haddaway junior Exor of the Testament and last Will of William Webb Haddaway late of Talbot County deceased, otherwise called William Webb Haddaway of Talbot County Planter, if he should be found in his Bailiwick, and him safe keep, so that you 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 second Tuesday of September next, to answer unto George Impey Dawson of a plea that he render unto him the sum of two hundred and fifty three pounds four shillings Specie which from him he unjustly detains 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 &c.

At which said second Tuesday of September seventeen hundred and eighty nine, came the said George by William Tilghman his Attorney, and the Sheriff of Talbot County to whom the aforegoing Writ was directed, likewise came and made return thereof to the Court here, thus endorsed, to wit: Non est John Roberts Shff.

And the said William by William Hayward his Attorney came here into Court; whereupon the said George by his Attorney aforesaid filed his Declaration in the plea aforesaid against him in manner and form following, to wit: Eastern Shore of Maryland, Talbot County fs. William Webb Haddaway junior Exor of the Testament and last Will of William Webb Haddaway late of Talbot County deceased, otherwise called William Webb Haddaway of Talbot County Planter, was summoned to answer unto George Impey Dawson of a plea that he render unto him the sum of two hundred and fifty three pounds four shillings Specie which from him he unjustly detains and so forth. And whereupon the said George Impey Dawson by William Tilghman his Attorney, saith, that whereas the said William Webb Haddaway deceased, in his lifetime, on the seventeenth day of January in the year of our Lord seventeen hundred and eighty four at Talbot County aforesaid, by his certain writing obligatory with his seal in his lifetime sealed and to the Court here shewn, the date whereof is on the day and year aforesaid acknowledged himself to be held and firmly bound unto the said George in the aforesaid sum of two hundred and fifty three pounds and four shillings current money of Maryland, to be paid to the said George when he the said William Webb Haddaway should be thereto afterwards required: Yet the said William Webb Haddaway deceased in his lifetime & the said William Webb Haddaway the Defendant since his death (altho' often thereto afterwards required) the sum of money aforesaid to the said George have not, nor hath either of them paid, but the same to him to pay have hitherto altogether refused and the said

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Defendant still doth refuse to the Damage of the said George two hundred pounds current money aforesaid, and thereupon he brings suit &c.

Wm. Tilghman pledge &c John Doe, Richd. Roe.

The writing obligatory whereof mention is made in the Declaration aforesaid, follows in the words and figures following, to wit: Talbot County fs. Know all men by these presents that we William Webb Haddaway and Oakely Haddaway of Talbot County Planters, are held and firmly bound unto George Impey Dawson Gentleman of the same place in the full and just sum of two hundred and fifty three pounds four shillings Specie, to be paid unto the said George Impey Dawson, his certain Attorney, Exors, Admrs or Assigns: to the which payment well and truly to be made and done, we bind ourselves, our Heirs, Exors and Admrs jointly and severally for and in the whole firmly by these presents, sealed with our seals this seventeenth day of January 1784. The Condition of the above Obligation is such, that if the above bounden William Webb Haddaway or Oakely Haddaway or either of them, their or either of their Heirs, Exors or Admrs do and shall well and truly pay or cause to be paid unto the said George Impey Dawson, his certain Attorney, Exors, Admrs or Assigns the full and just sum of one hundred and twenty six pounds twelve shillings current money as aforesaid, at or upon the tenth day of April next ensuing the date hereof with legal Interest for the same; then the above Obligation to be void, else to remain in full force and Virtue in Law.

Signed, sealed and delivered in the presence of us James Lowe, Robert Rollo. Will. Webb Haddaway (seal) Oakley Haddaway (seal)

Thereupon 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, thereon was further continued until the second Tuesday of April then next following. At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid by their Attorneys aforesaid; and the said George by his Attorney aforesaid, prayed that a rule of Court be made for the said William to file his plea and answer to the Declaration of him the said George, by the second Tuesday of September then next following, and it was granted unto him: Thereupon 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, thereon was further continued until the second Tuesday of September then next following. At which said second Tuesday of September, seventeen hundred and ninety, come again the parties aforesaid, by their Attorneys aforesaid; and the said William by his Attorney aforesaid, defends the force and injury when and so forth, and saith that he cannot gainsay the Action aforesaid of the said George, nor can he deny but that the writing obligatory is the Deed of him the said William, nor but that he owes