that the said William Purnell ought not to have or maintain his said Action against him because he said that since the Execution of the said writing Obligatory & before the Imputation of the original writ of the Plaintiff, to wit: on the day of Anno Domini One thousand seven hundred and at the County aforesaid, he the said Joshua did well and truly pay unto the said William Purnell the aforesaid sum of one hundred & thirty four Pounds, two Shillings Current Money of Maryland in the condition of the said writing Obligatory mentioned, with all Interest thereon due and this he was ready to verify, wherefore he prayed Judgment so he the said William Purnell ought to have or maintain his said Action against him: And the said William Purnell prayed in like manner; and thereupon this Cause standing ready for Trial further process of and upon the Premises aforesaid between the Parties aforesaid by order of the Court here thereon, was Continued until the second Tuesday of April then next — And now here at this day, to wit: the said second Tuesday of April in the year seventeen hundred and ninety four, here comes again as well as well the said William Purnell as the said Joshua Townsend by their Attornies aforesaid and the said Joshua Townsend by his said Attorney relinquishing the averment above by him pretended saith that he cannot gainsay the action aforesaid of him the said William, so as aforesaid against him brought, nor can he deny but that the writing obligatory aforesaid is the Deed of him the said Joshua; nor but that he owth unto the said William the aforesaid sum of Two hundred and sixty nine pounds Current Money of Maryland in manner and form as the said William above against him hath declared: Therefore it is Considered by the Court here that the said William Purnell do recover against the said Joshua Townsend the debt aforesaid in form aforesaid acknowledged, as also the Quantity of Seven hundred and One Pounds of Tobacco, 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 William Purnell by the Court here with his assent adjudged: And the said Joshua Townsend in mercy. James Earle Junior Clk.

Memorandum. Judgment was confessed in this action on the ninth day of April Anno Domini seventeen hundred and Ninety four, for Penalty: To be released

on payment of the sum of One hundred and thirty four Pounds ten shillings Current Money with Interest thereon from the second day of June one thousand seven hundred and Ninety one, and costs; with stay of Execution till next Court Payments if any to be allowed. —

Leah and Eleanor Jackson
against
William and James Waters
Executors of Richard Waters. —

Be it remembered that on the fifteenth day of February in the year One thousand Seven hundred and Ninety one, Command was given to the Sheriff of Somerset County that he should take Richard Waters, late of Somerset 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 our Genral Court to be held at Easton in Talbot County the second Tuesday of April then next, to answer unto Leah Jackson and Eleanor Jackson of a Plea that he render unto them five hundred and seventy one Pounds and six Shillings Current Money of Maryland which to them he owes and unjustly detains &c. — And that thereof he the said Sheriff should not fail at his Peril; and that he should have then and there that writ. Witness &c. —

At which said day, to wit; The second Tuesday of April in the year One thousand Seven hundred and Ninety One being the day of the return of the aforesaid Writ; here came the said Leah Jackson and Eleanor Jackson by Luther Martin who was specially admitted by the Court here, to prosecute for the said Leah and Eleanor who are under the age of sixteen as Guardian of the said Leah and Eleanor; and the Sheriff of the County aforesaid to whom the same writ was directed likewise came and made return thereof to the Court here thereon endorsed, to wit; "Cepi so answers John Leatherbury Shff." And the said Richard Waters came here into Court by Gustavus Scott his Attorney, and thereupon at the prayer of the said Leah and Eleanor the said Richard Waters was ruled to give Special Bail: Whereupon the said Richard Waters by his Attorney aforesaid filed in Court here the following Bail Piece, to wit; "Leah Jackson & Eleanor Jackson Plaintiffs (vs Richard Waters Defendant. (You. Thomas Handy (of Saywell & James Waters do jointly and severally acknowledge yourselves Special Bail for the said Richard Waters at the suit of the said