Benjamin Morgan and William Morley have execution against the said Isaiah Ringgold Administrator for the Debt Damages, costs and charges according to the form and effect of the recovery and judgment mentioned by the said bond that the said Benjamin Morgan and William Morley do recover against the said Isaiah Ringgold Admr as afs the quantity of Six hundred and ninety five pounds of Tobacco, as well for their Damages and additional costs and charges sustained by them by delay of the Execution of the Judgment afs, unto the said Benjamin and William by the court here with their assent adjudged, & so forth. And the said Isaiah Ringgold in mercy &c.

Test the eleventh day of September Anno Domini Seventeen hundred & ninety four. Jas Earleyne Clk.

Samuel Dudley against David Vickers

Be it remembered that the Plaintiff by William Telghman his Attorney impetrated the State writ of Capias ad respondendum the tenor whereof in manner & form, to wit:

"The State of Maryland, Ss. To the Sheriff of Kent County Greeting, We command you that you take David Vickers late of Kent County Farmer if he shall be found in your bailiwick, and him safe keep, so that you have his body before the Judges of our General Court, to be held at Easton, in Talbot County the second Tuesday of April next to answer unto Samuel Dudley of a plea of Trespass upon the Case and so forth. Hereof fail not at your peril, and have you then and there this writ. Witness the Honorable Samuel Chase Esquire Chief Judge of our said Court the 11 day of Sept. Anno Domini 1793. Issued the 5th day of March 1793. (Wt.) Jas Earleyne (Clk.)

At which said second Tuesday of April, in the year Seventeen hundred and ninety three, being the day of the return of the afs writ, here came the said Samuel Dudley but the Sheriff of Kent County afs did not make return of the writ afs as by the exigence of the same he was commanded, wherefore at the prayer of the said Samuel Dudley by his Attorney afs it was ruled by the Court that the Sheriff of the County afs should return the writ afs by the twelfth day of the then instant, &c. At which said twelfth day of April, here came into Court the Sheriff afs and made return of the writ afs thus indorsed to wit: "Cepi B Pierce to J Houston Bail Pd afs" And the said Bail piece, returned with the same writ, being examined & approved of, was accordingly affixed, which issues in manner and form following, to wit —

"Samuel Dudley Pltff. against David Vickers Deft. } Action on the Case. Cyn Thomas Crow Senr and William Worth do jointly and severally acknowledge ourselves Special Bail for the said David Vickers at the suit of the said Samuel Dudley in an Action on the Case brought by the said Samuel Dudley against the said David Vickers in the General Court. They acknowledge themselves to be content therewith this eighth day of April 1793.

Before Abraham Ridgly
Mar Felden

To the Honorable the Judges of the General Court

I do hereby empower James Houston to appear for me in the above suit David Vickers."

Thereupon the precept aforesaid and upon the premises between the Parties afs, was continued by the Court here till the second Tuesday of September then next following. —

At which said second Tuesday of September in the year last afs, came again into Court the Parties afs by their Attorneys afs, whereupon the said Samuel Dudley by his Attorney affixes his Declaration in the Action afs, against the said David Vickers which issues in manner and form following, to wit: "Easton Shore of Maryland Kent County, to wit:

David Vickers late of Kent County Farmer, was summoned to answer unto Samuel Dudley of a plea of trespass upon the Case and so forth. And whereupon the said Samuel Dudley by William Telghman his Attorney complains that whereas a certain Benjamin Wright on the seventeenth day of August in the year of our Lord one thousand seven hundred and ninety at the County aforesaid (then being a person using commerce there) according to the use and customs of Merchants made his Bill in writing (with his proper hand subscribed bearing) date the same day and year, and the same Bill to the aforesaid David (being a person using commerce there) did direct by which Bill the said Benjamin did require the said David to pay to the said Samuel the sum of One hundred and twenty five pounds current money of Maryland on the first day of January next ensuing the date of the said Bill. and whereas the aforesaid David afterwards to wit, on the said seventeenth day of August in the year aforesaid at the County aforesaid had sight of the Bill aforesaid and then and there the said Bill accepted, and then and there faithfully promised to pay the said Samuel the said Sum of one hundred and twenty five pounds current money aforesaid on the said first day of January next ensuing the date of the said Bill according to the Custom used in cases of this kind, by which and by reason of the Custom aforesaid so as aforesaid used and approved the said David became liable to pay the sum of one hundred and twenty five pounds current money aforesaid to the aforesaid Samuel on the first day of January next ensuing the date of the said Bill The aforesaid David in consideration of the premises then and there, to wit, on the said seventeenth day of August in the year aforesaid at the County aforesaid assumed upon himself to pay to the said Samuel the sum of money aforesaid on the said first day of January next ensuing the date of the said Bill. Yet the aforesaid David his promise and assumption aforesaid not regarding but contriving and fraudulently intending the said Samuel in this behalf to deceive and defraud the sum of One hundred and twenty five pounds current money aforesaid to the said Samuel hath not yet paid nor hath he paid any part thereof altho' to pay the same he was to wit on the second day of January next ensuing the date of the said Bill at the County aforesaid required but the same to him to pay he hath hitherto altogether refused & still doth refuse, whereupon the said Samuel saith he is injured and damage hath to the value of Two hundred and fifty pounds Current money aforesaid, and whereupon he brings suit &c — Pledges &c. { John Doe, Rich Roe

Wm Telghman —

And thereupon at the prayer of the said Samuel Dudley by his Attorney afs it was ruled by the Court that the said David Vickers, should affix his plea in answer to the declaration afs against him made by the said Samuel Dudley, by the second Tuesday of April then next following the same day was also given to the Parties afs, then & so forth —

And now here at this day, to wit, the said second Tuesday of April, in the year Seventeen hundred and ninety four, come again into Court the Parties afs by their Attorneys afs, and the said David Vickers by his Attorney defends the wrong & injury when & so forth, and says that he cannot gainsay the action afs of the said Samuel Dudley, so as against him brought, nor can he deny but that the said Samuel hath