At which said third Monday of March seventeen hundred and ninety five, came the afsd Nathaniel Comegys by William Bordley his Attorney and the Sheriff of Kent County also came and made return of the writ afsd to the Court here thereon indorsed as follows, to wit "Cepi Corpus Philip Reed Shff" Thereupon John Sutton of Kent County Farmer in his proper person here into Court did come and became pledge and security for the afsd Marmaduke Tilden that if it should so happen to the afsd Marmaduke Tilden to be convicted in the plea afsd that then the same security granted as well the Debt afsd as all the Damages Costs and Charges which to the afsd Nathaniel Comegys in the plea afsd should be adjudged, of the Goods and Chattels Lands and Tenements of the said John Sutton to be made and for the use of the said Nathaniel Comegys to be levied if it should happen that the said Marmaduke Tilden the debt damages & Costs of the said Nathaniel Comegys in the plea afsd should not pay or himself into the Custody of the Sheriff of Kent County on that occasion render. And the afsd Marmaduke Tilden by Thomas Bedingfield Hands his Attorney comes and defends the force & injury when and so forth — and prays liberty of imparling thereof here to the Action afsd untill the fourth Monday of October next, and he had it, the same day was given the afsd Nathaniel here and so forth. At which said fourth Monday of October Seventeen hundred and ninety two, came again the parties afsd by their Attorneys afsd and the afsd Nathaniel by his Attorney afsd offered himself against the said Marmaduke in the plea afsd, and complained thereof against him in the following words, to wit Marmaduke Tilden late of Kent County Farmer was summoned to answer unto Nathaniel Comegys in a plea that he render unto him one hundred and fifteen pounds seventeen shillings and two pence current money which to him he owes and unjustly detains and so forth. And whereupon the said Nathaniel by William Bordley his Attorney saith that whereas the said Marmaduke the thirty first day of December in the year of our Lord seventeen hundred and ninety at Kent County in the State of Maryland by his certain writing obligatory acknowledged himself to be bound unto the afsd Nathaniel in the said one hundred and fifteen pounds seventeen shillings and two pence Current money of Maryland, to be paid to the said Nathaniel when he should be thereto afterwards required. Nevertheless the afsd Marmaduke all the often times requested the said one hundred and fifteen pounds seventeen shillings and two pence to the said Nathaniel hath not rendered but the same to the said Nathaniel hath hitherto refused and still doth refuse to render wherefore the said Nathaniel saith he is the worse and hath Damage to the value of twenty pounds current money afsd and therefore he brings suit & so forth. and brings into Court the said writing obligatory which the debt afsd in form afsd witnesseth the date whereof is the day & year afsd & so forth.

Mr Bordley for Plff. — Pledges & so forth John Doe & Richard Roe.

Copy of the writing obligatory afsd — Know all men by these presents that we John Sutton and Marmaduke Tilden junr both of Kent County Maryland farmers are jointly held and firmly bound unto Nathaniel Comegys of the afsd County and State in the just and full sum of One hundred and fifteen pounds, seventeen shillings and two pence Current Money of Maryland to be paid unto the said Nathaniel Comegys his certain Attorney Heirs, Executors, Administrators or Assigns. To the which payment well and truly to be made and done we bind ourselves our Heirs Executors and Administrators severally and firmly by these presents Sealed with our seals and dated this thirty first day of December Anno Domini One thousand seven hundred and ninety. 1790. The Condition of this above Obligation is such

that if the above bounden John Sutton and Marmaduke Tilden Junr do well and truly pay or cause to be paid unto the above named Nathaniel Comegys his certain Attorney Heirs Executors Administrators or Assigns the just and full sum of fifty seven pounds eight shillings and seven pence on demand with legal Interest for the same then the above obligation to be void otherwise to be and remain in full force and virtue in law." And the afsd Marmaduke by his Attorney afsd further defends the force and injury when and so forth. and prays liberty of imparling thereof here to the Action afsd untill the third Monday of March next — and he had it the same day was given the afsd Nathaniel here and so forth — At which said third Monday of March Seventeen hundred & ninety three, came again the parties afsd by their Attorneys afsd & the afsd Marmaduke by William Pilchman his Attorney alledges to the Court here that the Action afsd so as afsd depending between the afsd Nathaniel Comegys Plaintiff and him the said Marmaduke Tilden Defendant, was by Habeas Corpus removed to the General Court for the Eastern shore of the State of Maryland To be held at the Court house in Talbot County the second Tuesday of April next, of all which the said Court for the County of Kent hath legal notice by Habeas Corpus amongst the proceedings of the same Court filed and allowed — In Testimony that the above is a true copy of the proceedings in the Action afsd I have hereunto set my hand and affixed the seal of Kent County this 30th day of March 1793. Bn Chambers Clk Kt County

(Seal)

Whereupon came here into Court as well the said Nathaniel Comegys by William Bordley his Attorney, as the said Marmaduke Tilden by William Pilchman his Attorney, and thereupon at the prayer of the said Nathaniel by his Attorney afsd it was ruled by the Court that the said Marmaduke should affix his plea in answer to the Declaration afsd of the said Nathaniel by the second Tuesday of September then next &c. The same day was also given to the Parties afsd then and so forth —

At which said second Tuesday of September, here came again into Court the Parties afsd by their Attorneys afsd, and the said Marmaduke Tilden defends the wrong & injury when and so forth, and for plea saith that he hath paid the debt afsd as by the same latting obligatory he had promised. Thereupon the process of and upon the Premises between the Parties afsd was continued by the Court here until the second Tuesday in April then next following —

And now at this day, to wit, the second Tuesday of April, in the year Seventeen hundred and ninety four, here come again into Court the Parties afsd by their Attorneys afsd, and the said Marmaduke Tilden Junior by his Attorney afsd defends the wrong & injury when and so forth. and says that he cannot gainsay the Action afsd of the said Nathaniel Comegys so as against him brought, nor can he deny but that the writing obligatory afsd, is the deed of him the said Marmaduke, nor but that he owes to him the said Nathaniel the afsd sum of One hundred and fifteen pounds seventeen shillings and two pence Current Money in manner and form as the said Nathanl against him hath complained. Therefore it is considered by the Court here that the said Nathaniel Comegys do recover against the said Marmaduke Tilden junr the Debt afsd in form afsd acknowledged and also the quantity of nine hundred and thirty seven pounds of Tobacco, as well for his Damages which he hath sustained, by reason of the Detention of that debt as for his Costs and Charges by him about his suit in this behalf expended. Unto the said Nathaniel Comegys by the Court here with his assent adjudged &c. And the said Defendant in mercy &c — Judgment was rendered in this Action on the 11th day of April 1794 to be released on payment of the Principal Interest & Costs stay Execution till next Court. Payments if any to be allowed —

Sept

James Earle Clk.