and for the use of the said John Ireland to be levied if it should so happen that the said John Maxwell the damages and Costs aforesaid of the said John Ireland in the plea aforesaid should not pay or himself into the Custody of the Sheriff of Kent County on that occasion under. And the afsd John Maxwell by John Scott his Attorney comes and defends the force and injury when &c so forth. And the afsd John Ireland by his Attorney afsd offered himself against the afsd John Maxwell in the plea afsd and complained thereof against him in the following words, to wit Kent County to wit. John Maxwell late of Kent County Merchant was summoned to answer unto John Ireland surviving partner of John Voorhees and John Ireland of a plea of trespass on the case &c so forth. And whereupon the said John Ireland by William Tilghman his Attorney complains that whereas the said John Maxwell on the twelfth day of March in the year of our Lord one thousand seven hundred and ninety one at the County afsd was indebted to the said John Ireland & a certain John Voorhees deceased whom the said Ireland hath survived in the sum of sixty eight pounds six shillings & nine pence current money of Maryland for divers Goods Wares and Merchandizes by the said Ireland & Voorhees in the life time of the said Voorhees to the said Maxwell then before that time sold & delivered and so thereof being indebted the said Maxwell in consideration thereof afterwards, to wit, on the day and year aforesaid at the County aforesaid upon himself assumed, & to the said Ireland & Voorhees then & there faithfully promised that the said Maxwell the sum of Money aforesaid to the said Ireland & Voorhees when he should be thereto required well & truly content & pay. Nevertheless the said Maxwell his promise & assumption aforesaid in form aforesaid made not regarding but contriving & fraudulently intending the said Ireland & Voorhees in the life time of the said Voorhees & the said Ireland since the death of the said Voorhees, in this behalf to deceive & defraud the sum of money aforesaid to the said Ireland and Voorhees or either of them hath not paid altho' the same to the said Maxwell was by the said Ireland & Voorhees after the making the promise & assumption to wit on the day & year aforesaid at the County aforesaid & often afterwards required but the same to him to pay he hath hitherto altogether refused & the said Ireland still doth refuse to the damage of the said Ireland one hundred & twenty seven pounds current money afsd & therefore he brings suit &c. William Tilghman

Pledges &c { John Doe, Richard Roe.

Dr. John Maxwell Dr. to John Ireland & Co. —

1792 January 19th To Ballance of Account rendered him this day £5. 11. 0. (24 24th Shovels 3/ 1/ 7/ 2/, 8 Nails 2 lb. 7/ 1/. (5th 10th Do 2 lb. 9/ 2. (27th 2 Tray Combs 2/ 1/. 1 Tray Comb 2/ 2 doz. brooms 3/ 9. 7/ 1/. 2 Combs 1/ 2. £7. 6. 9.

Supra Cr. 1792. March 12th By 60 Bus. Corn 3/. £9. 0. 0. Due Ireland & Co. £68. 6. 9.

Kent County Maryland to wit. On the 19th March 1792. Came John Ireland the acting partner of John Ireland & Co. before me the Subscriber One of the Justices of the Peace for the County aforesaid and made Oath on the Holy Evangelists of Almighty God, that the above Account is just & true as it stands stated, and that he hath not directly or indirectly to the best of his knowledge received any part parcel nor any thing in Security for the same more than Credit given.

Sworn to before me W Rogers —

I do hereby certify that the Books of John Ireland & Co. in which this Account stands charged has been fairly proven —

W Rogers.

And the afsd John Maxwell by John Scott his Attorney comes and defends the force & injury when &c so forth. And prayed Liberty of imparling thereof hence the Action afsd untill the fourth

Monday of October next, and he had it, the same day was given the afsd John Ireland 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 John Maxwell, by his Attorney afsd prayed 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 John Ireland here &c so forth. At which said third Monday of March Seventeen hundred and ninety three came again the Parties afsd by their Attorneys afsd and the afsd John Maxwell by his Attorney afsd alledges to the Court here that the Action afsd so as afsd depending between the afsd John Ireland plaintiff and him the afsd John Maxwell defendant is by Writ of 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 on 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 transcript of the proceedings in the Action afsd, I have hereto set my hand and affixed the Seal of Kent County the first day of April 1793. Ben Chambers Clk K Co.

Whereupon came here into Court as well the said John Ireland surviving partner as afsd by Wm. Tilghman his Attorney, as the said John Maxwell by John Scott his Attorney, and thereupon at the prayer of the said John Ireland by his Attorney it was ordered by the Court here, that the said John Maxwell, should file his plea in answer to the Declaration afsd by the second Tuesday of September then next &c. The same day was given to the Parties afsd then &c so forth.

At which said second Tuesday of September, in the year Seven teen hundred & ninety three, here came again into Court the Parties afsd by their Attorneys afsd, whereupon at the prayer of the said John Ireland as afsd that the said John Maxwell should file his plea afsd, by the second Tuesday of April next &c. The same day was given to the Parties afsd, then &c so forth.

And now at this day, to wit, the said second Tuesday of April, in the year Seventeen hundred & ninety four, here come again into Court the Parties afsd by their Attorneys afsd, and the said John Maxwell by his Attorney defends the wrong & injury, when &c so forth, and says that he cannot deny the action of the said John Ireland surviving &c as afsd nor but that he the said John Maxwell did assume upon himself in manner & form as the said John Ireland thereof against him hath complained, nor likewise but that the said John Ireland hath sustained damage by reason of the non-performance of the promise & assumption afsd to the sum of Twenty five pounds sixteen shillings & seven pence current money &c more, whereupon the said John Ireland by his Attorney afsd prays judgment of these Damages so acknowledged, together with his Costs & Charges by him in this behalf expended to be adjudged to him &c. Therefore it is considered that the said John Ireland surviving as afsd do recover against the said John Maxwell, his Damages afsd acknowledged as afsd, & also the quantity of nine hundred and twenty one pounds of Tobacco, for his Costs & Charges afsd. With his assent by the Court now here adjudged. & the said John Maxwell in mercy &c. James Earle Clk

Judgment was rendered in this Action on the 14th Sept. 1796. Stay Execution till Sept. Term next.

Thomas Anderson & Co.

against

Daniel Groome

Be it remembered that the Defendant by his Attorney impleads the State of Maryland by writ of Habeas Corpus, which comes as follows, viz.

The State of Maryland ss.