that whereas the aforesaid Emory Sudler on the tenth day of October Seventeen hundred and ninety one, at the County aforesaid, was indebted to the said James in the sum of one hundred and thirty six pounds six shilling and eleven pence current money of Maryland for divers goods wares and Merchandizes of the said James by him the said James to the said Emory at his special instance and request before that time sold and delivered: And being so indebted he the said Emory in consideration thereof afterwards to wit, on the same day and year aforesaid, at the County aforesaid undertook, and to the said James then and there faithfully promised that he the said Emory would well and truly pay and satisfy the aforesaid sum of One hundred and thirty six pounds and eleven pence current money aforesaid unto the said James when the should be thereto afterwards required: And also whereas the aforesaid Emory afterwards, to wit, on the day and year aforesaid at the County aforesaid, in consideration that he the said James had at the special request and instance of him the said Emory sold and delivered to him the said Emory divers other goods, wares and merchandizes undertook and unto the said James then and there faithfully promised that he the said Emory would well and faithfully pay to the said James all such sums of money, as these goods, wares, and merchandizes last mentioned were worth at the time of the sale and delivery thereof, when he the said Emory should be thereunto required: And the aforesaid James in fact saith, that the goods wares and Merchandizes last mentioned sold and delivered to the said Emory were reasonably worth, at the time of the sale and delivery thereof, other one hundred and thirty six pounds, six shillings and eleven pence current money of Maryland whereof the aforesaid Emory at the County aforesaid had notice. Yet the aforesaid Emory not regarding his said promises so made to the said James as aforesaid, but contriving and intending in this behalf to deceive and defraud, the said Emory has not paid the said sums of money or any part thereof to the said James (at the afterwards to wit, on the eleventh day of October Seventeen hundred and ninety one, and often afterwards at the County aforesaid he was thereunto required by the said James) but he has hitherto altogether refused and doth refuse to pay him the same to the damage of the said James two hundred and thirty pounds current money as aforesaid and thereupon he brings suit &c. Mr. Tilghman Pledges &c. { John Doe, Rich. Roe

Whereupon at the prayer of the said James Carey by his Attorney it was ordered by the Court, that the said Emory Sudler, should affile his plea in answer to the Declaration of him the said James Carey, by the second Tuesday of April then next &c. The same day was given to the Parties aforesaid then &c. &c. so forth. Whereupon to wit, on the eleventh day of February in the year Seventeen hundred & ninety three, the said Emory Sudler the younger by his Attorney in conformity to the above mentioned rule of Court affiled his plea, which comes in manner & form following, to wit.

"Emory Sudler the Younger } And the aforesaid Emory by Richard Tilghman Esqr. his
vs. } Attorney comes and defend the force and injury when and
James Carey } so forth, and saith that the said Emory did not assume upon himself in the manner and form as the said James above against him hath complained and of this he puts himself upon the Country. And the said James in the manner and so forth.

And the said Emory by leave of the Court here according to the form of the Statute in such case made and provided comes and further defends the force and injury when and so forth, and saith that, he the said James ought not to have or maintain his action aforesaid against him the said Emory because he saith that, he the said Emory did not assume upon himself at any time within three years next before the Day of the issuing the original writ of him the said James in manner and form as the said James above against him hath complained and this he is ready to verify and so forth.

R. Tilghman Atty for Defdt.

And now here at this day, to wit, the second Tuesday of April, in the year Seventeen hundred & ninety four, here came again into Court, the parties aforesd by their Attorneys aforesd, and the said Emory Sudler by his Attorney relinquishing the averment above by him in his plea pretended, defends the wrong & injury when &c. And says that he cannot deny the Action of the said James Carey, nor but that he the said ~~James~~ Emory Sudler did assume upon himself in manner and form as the said James Carey thereof against him hath complained in his Writ but that the said James Carey hath sustained damage by reason of the non performance of the promises & assumptions aforesd, to the sum of One hundred and fifty six pounds thirteen shillings and three pence Current money: And upon this the said James Carey by his Attorney prays judgment and 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 James Carey do recover against the said Emory Sudler the younger his Damages aforesd acknowledged as aforesd & also the quantity of six hundred & fifteen pounds of Tobacco, for his Costs & Charges aforesd, with his assent by the Court now here adjudged: And the said Emory Sudler in mercy &c. James Earleigh Clk.

Judgment was rendered in this Action on the 14th day of April in the year 1794. for £156.13.3.
Costs stay Execution till next Court —

Thomas & Robert Anderson } Be it remembered that the Plaintiffs by James Houston
against } [illegible] the following writ, to wit.
[illegible] land, &c. To the Sheriff of Queen
[illegible] We command you that you
[illegible] Junior late of Queen Anne County
[illegible] safe keep so that you have his
[illegible] in Talbot county the second
[illegible] Anderson of a plea that
[illegible] pounds fifteen shillings current
[illegible] ains and so forth.
[illegible] this writ, witness the
[illegible] Court the eleventh day of
[illegible] 23 day of January 1793 Wm. James Earleigh Clk.

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1784
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Nov 18 1858 13 1859
pd

At which said second Tuesday of April, in the year Seventeen hundred & ninety three, being the day of the return of the aforegoing writ, here came into Court the aforesd Plaintiffs by their Attorney aforesd and the sheriff of Queen Anne County aforesd, made return of the same writ to the Court here thus endorsed to wit. "Cepi Thos. O'Bryon Shff. Q. A. County" Whereupon came here into Court the said James Hackett by James Scott his Attorney and was called by the Court at the prayer of the said Plaintiffs to give special Bail in the plea aforesd, Whereupon James O'Bryon of Queen Anne County came into Court before the Judges in his proper person & became