examined and adjusted by the Judge or Judges for that purpose Commissioned and appointed for the time being, do distribute and dispose according to law, and the true intent and meaning of the last Will and Testament of the said, deceased, then this obligation to be void, and of none effect, or else to remain in full force and virtue —

Stephen Miers (Seal)
Joseph Parsons (Seal)
Joseph McDaniel (Seal)

Signed sealed and delivered in the presence of Jno. Nicholson —

State of Maryland, Kent County to wit: } In testimony that the above is a true copy of the original Bond taken in this Office on the Estate of John Miers of Kent County deceased, I have hereunto set my hand and affixed the seal of the Orphans Court for the County aforesaid, this 17th day of March 1794. Jno. Nicholson Regr. Wills for Kent County —

(Seal of Office)

Whereupon at the prayer of the said State by her Attorney aforesaid, it was ruled by the Court that the said Stephen Miers should file his plea and answer to the Declaration of the said State by the second Tuesday of April then next. The same day was also given to the parties aforesaid &c.

And now at this day, to wit The second Tuesday of April in the year Seventeen hundred & ninety six, here come again into Court the parties aforesaid by their Attorneys aforesaid, and the said Stephen Miers by his Attorney aforesaid, defends the wrong & injury when & as forth, and says, that he cannot gainsay the Action aforesaid of the said State so as against him brought nor can he deny but that the writing obligatory aforesaid is the deed of him the said Stephen Miers, nor but that he owes to the said State the aforesaid sum of five hundred pounds current money as the said State in manner & form aforesaid against him hath complained. Therefore it is considered by the Court here that the said State recover against the said Stephen Miers, as well the debt aforesaid, in form aforesaid acknowledged; as also the quantity of six hundred and thirty three pounds of Tobacco for the said State's Costs & Charges by her about her suit in this behalf expended: Unto the said State by the Court adjudged here forth. And the said Stephen Myers in mercy &c —

James Earle Junr. Clk.

Judgment was rendered in this Action as above on the 15th day of April in the year 1796. To be released on payment of a Judgment obtained April Term 1792 by Ly Willams against Stephen Miers Exor of John and Costs. —

James Olden & Cornelius Comegys vs. Solomon Betts.

Be it remembered that the State of Maryland writ of Capias ad respondendum was impetrated in this suit, the tenor whereof ensues in manner & form, to wit —

The State of Maryland, &c. To the Sheriff of Queen Anns County Greeting. We command you that you take Solomon Betts, Esquire late of Queen Anns County otherwise called Solomon Betts of Queen Anns County 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 James Olden and Cornelius Comegys of a plea of Trespass upon the Case &c. Hereof fail not at your peril and have you then and there this writ. Witness the honorable Samuel Chase Esquire chief Judge from said Court, the 8th day of September Anno Domini 1794.

James Earle, junior Clk.

Issued the 20th day of March 1795. (Ss.)

At which said second Tuesday of April Anno Domini Seventeen hundred & ninety five, being the day of the return of the writ aforesaid, here came into Court the said James Olden & Cornelius Comegys by James Scott their Attorney, and the Sheriff of Queen Anns County aforesaid, to whom the same writ was directed made return thereof to the Court here, thus endorsed to wit, Exd. Phil Charles Blake Shff. Whereupon the said Solomon Betts came here into Court by Michael Earle & Richard T. Earle his Attorneys. and at the prayer of the said Olden & Comegys by their Attorney aforesaid

it was ruled by the Court, that the same Solomon Betts should give special bail, in the plea aforesaid: Thereupon a certain Robert Carson of Queen Anns County came here before the Judges of our said Court, in Court sitting, in his proper person and became pledge & Mainceptor for the said Solomon Betts, that if it should happen that Judgment by the Court here for the said Olden & Comegys against the said Solomon Betts in the plea aforesaid, should be rendered, then the same Robert Carson granted that all such Damages, Costs & Charges as should by the Court be adjudged as aforesaid, of his body goods and chattels should be made and to the use of the said Olden & Comegys levied, if it should happen that the said Solomon Betts the same Damages Costs and the same Olden & Comegys should not pay or satisfy; or his body in execution of such judgment to the public prison of Queen Anns County, by that occasion render: and thereupon the process of and upon the premises between the parties aforesaid was by order of the Court continued till the second Tuesday of September then next. — At which said second Tuesday of Septr. in the year Seventeen hundred and ninety five, came again into Court the parties aforesaid by their Attorneys aforesaid, and the said James Olden & Cornelius Comegys by their Attorney aforesaid filed their declaration in the plea aforesaid against the said Solomon Betts which issue in manner & form, to wit — Eastern Shore of Maryland Queen Anns County, to wit. Solomon Betts late of Queen Anns County Esquire, otherwise called Solomon Betts of Queen Anns County, was attached to answer unto James Olden & Cornelius Comegys of a plea of Trespass upon the Case &c. And whereupon the said James Olden & Cornelius Comegys by James Scott their Attorney complain that whereas the said Solomon Betts on the thirty first day of December in the year of our Lord Seventeen hundred & ninety three at Queen Anns County aforesaid was indebted to the said James & Cornelius in the sum of three hundred & forty pounds & ten pence current money for divers goods, wares & merchandizes by the said James & Cornelius before that time sold & delivered to the said Solomon at his special instance & request; of being so indebted he the said Solomon in consideration thereof, afterwards that is to say, on the day & year aforesaid, at the County aforesaid, undertook, & then & there faithfully promised the said James & Cornelius that he the said Solomon would well & truly pay the aforesaid sum of three hundred & forty pounds & ten pence current money to the said James & Cornelius when he the said Solomon should be thereunto required. And whereas also afterwards that is to say, on the day & year last above mentioned at the County aforesaid in consideration that the said James & Cornelius had before that time sold & delivered to the said Solomon at his like special instance and request divers other goods, Wares & Merchandizes he the said Solomon undertook & then & there faithfully promised the said James & Cornelius that he the said Solomon would when he should be thereunto requested well & truly pay to the said James & Cornelius so much current money as the goods, wares & merchandizes last above mentioned were at the time of the sale & delivery thereof reasonably worth and the said James & Cornelius in fact say, that the goods, wares & merchandizes last above mentioned were at the time of the sale & delivery thereof reasonably worth one other sum of three hundred & forty pounds & ten pence current money, that is to say at the County aforesaid, whereof the said Solomon afterwards that is to say, on the same day & year last above mentioned there had notice. And whereas also the said Solomon afterwards that is to say on the day & year last above mentioned, at the County aforesaid, accounted & agreed with the said James & Cornelius concerning diverse other sum of money before that time due & unpaid by the said Solomon to the said James & Cornelius & the said Solomon was upon the said account then & there found in arrear, to the said James & Cornelius in one other sum of three hundred & forty pounds & ten pence current money, and the said Solomon being so found in arrear in consideration thereof afterwards, that is to say, on the day & year above mentioned at the County aforesaid, undertook, & then and there faithfully promised the said James & Cornelius that he the said Solomon would well & truly