Judgments

Joseph Riley Turner doth unjustly refuse, and the same doth unjustly detain, to the Damage of the said Mark Benton in the sum of three hundred pounds Current money; And thereupon he brings this suit &c. And the said Mark Benton doth aver, that after the death of the said John Turner, to wit, on the day of in the year seventeen hundred and at the County aforesaid, Administration of all and singular the Goods and Chattels, Rights and Credits which were of the said John Turner at the time of his Death was Committed in due form of Law to the said Joseph Riley Turner by John Stockton Gentleman, Register of Wills in and for the County aforesaid, duly Commissioned and Qualified &c. — Mr. Hammond for Plff. — Jno. Doe, Return Rob. — Pledges &c. —

"The writing Obligatory mentioned in the Declaration aforesaid witnesses as follows, to wit. —

Know all men by these presents that I John Turner of Kent County, and State of Maryland am Held and firmly bound unto Mark Benton of Queen Annes County and State of Maryland in the full and just sum of two hundred and eighty nine pounds twelve Shillings and eleven half pence Current money, that is to say Spanish Milled Dollars at seven Shillings and six pence each, or by weight at its proper Value, when paid, to be paid to the said Mark Benton his Heirs, Executors, Administrators or Assigns, to which payment well and truly to be made and done, I bind myself, my Heirs, Executors and Administrators, firmly by these presents, Sealed with my Seal and Dated this twenty second day of January one thousand seven hundred and ninety. —

The Condition of the above Obligation is such that if the above bounden John Turner his Heirs, Executors or Administrators doe shall pay or cause to be paid unto the aforesaid Mark Benton his Heirs, Executors, Administrators or Assigns the full and just sum of one hundred and forty four pounds sixteen shillings and five pence three farthings in Specie as above mentioned with legal Interest from the date hereof. Then the above Obligation to be Void, else to remain in full force and virtue in Law. —

Signed Sealed and Delivered in the Presents of Jos. M. Hancock junr. — John Turner (Seal)
Mark

On the Back of the aforegoing Writing Obligatory are the following Endorsments, to wit. —

December 10th 1792 Received of Mr. John Turner, nine pounds one Shilling & eight pence in part of the within Bond and Interest — £9..1..8. — M. Benton —

March the 7th 1794. Received of George Reinard & Company, for the use of John Turner, by virtue of an Order drawn on said Reinard & Company by Riley & Comp.y the 25th of twenty eight — which is to be applied to the payment of this Bond —

£28..0..0. M. Benton —

October 20th 1794. Received of Mr. John Turner, contents for thirty seven pounds one Shilling and nine pence three farthings, in part of the within Bond. — M. Benton. —

Talbot County ss. On the 1st day of April 1796 came Mark Benton before me and made Oath on the Holy Evangels of Almighty God, that no part or parcel of the within Bond hath been paid, nor any thing received in Security or satisfaction for the same Except the Credits given. — before Attorney

Wm. Hill —

Whereupon at the prayer of the said Mark Benton, It was ruled by the Court here that the said Joseph R. Turner Administrator aforesaid file his plea in answer to the Declaration aforesaid at or before the next Court, the same day was given to the said

Mark Benton, there &c. — At which said next Court, to wit, the second Tuesday of April seven teen hundred and ninety seven came into Court the parties aforesaid by their Attorneys aforesaid, and thereupon the said Joseph not having filed his plea in answer to the Declaration aforesaid, the rule aforesaid was entered against him until the next Court, the same day was given to the said Mark Benton there &c. — At which said next Court, to wit, the second Tuesday of September seventeen hundred & ninety seven, came into Court the Parties aforesaid, by their Attorneys aforesaid — And the said Joseph not having filed his plea according to the rule aforesaid, the said rule was entered against him by the Court here until the second Tuesday of April 1798. the same day was given to the said Mark Benton, And he now here at this day, to wit, the second Tuesday of April seventeen hundred & ninety eight comes into Court here the parties aforesaid by their Attorneys aforesaid — And the said Joseph R. Turner by his Attorney aforesaid defends the force and injury when &c. — Says that he cannot gainsay the action aforesaid of the said Mark Benton, so as aforesaid against him brought, nor can he deny but that he the said John Turner in his life time did owe, or that the said Joseph R. Turner still doth owe to the said Mark Benton the aforesaid sum of two hundred and eighty nine pounds, twelve shillings and eleven pence half Current money in manner & form as he the said Mark Benton hath declared against him hath declared. — Therefore it is considered by the Court here, that the said Mark Benton, recover against the said Joseph R. Turner Administrator aforesaid, as well the aforesaid sum of two hundred and eighty nine pounds twelve Shillings and eleven pence half penny Current money, his Debt aforesaid, in form aforesaid acknowledged, as the Quantity of six hundred and thirty seven pounds of Tobacco for his Damages which he had sustained, as well by occasion of the Detention of the said Debt as for his Costs and Charges by him about his suit in this behalf expended, adjudged unto the same Mark Benton by the Court here, with his Assent; And the said Joseph R. Turner Administrator aforesaid in mercy &c. — Test James Earle Prothy. Clerk —

Memorandum, Judgment was completed in this action the 10th day of April 1798. for Penalty of Costs — To be released on the payment of Principal Interest & Costs — payments if any to be allowed, Stay of Execution Sine prossi Court —

Jesse Comegys — against — Jacob Jones Survivor of Medford and Jones

Be it remembered that on the fourth day of May seventeen hundred and ninety seven, the aforesaid Jesse Comegys by James Houston Esquire his Attorney, sued out of the Eastern Shore General Court the Writ of State of Maryland of Scire facias, directed to the Sheriff of Kent County, in the words and figures following, to wit — The State of Maryland. To the Sheriff of Kent County, Greeting: Whereas at a General Court, held for the Eastern Shore of this State at Easton in Talbot County, the second Tuesday of April in the year seven teen hundred and ninety four, before the Honorable the Judges thereof, a General Court for the Eastern Shore aforesaid, certain Jesse Comegys did recover Judgment against Marmaduke Medford and Jacob Jones, for as well the sum of one hundred and ninety three pounds twelve Shillings and three pence Current money, a certain Debt, as also the Quantity of eight hundred and ninety nine pounds of Tobacco, which was then and there adjudged to the said Jesse Comegys for his Costs and Charges by him about his suit in that behalf laid out & expended, whereof the said Marmaduke Medford and Jacob Jones are convicted as of Record is manifest, and although Judgment hath been rendered as aforesaid, Execution thereof remaineth to be done, and whereas we have since