the said Joseph Edwards by his Attorney aforesaid, as before defends the force and injury when &c. — And saith, that he cannot deny the action aforesaid of the said Thomas Hicks nor but that he the said Joseph Edwards did promise said Assumpsit upon himself in manner and form as the said Thomas Hicks hath above thereof complained against him, nor but that the said Thomas Hicks hath sustained Damages by reason of the non performance of the Promises and Assumptions aforesaid in the said Declaration mentioned, to the sum of eighty pounds seventeen shillings and nine pence three farthings Current money &c. and more; And upon this the said Thomas Hicks prays Judgment for his Damages so acknowledged, together with his Costs and Charges by him about his suit in this behalf expended to be adjudged to him &c. — Therefore it is considered by the Court here that the said Thomas Hicks recover against the said Joseph Edwards as well the said sum of eighty pounds seventeen shillings and nine pence three farthings Current money his said Damages, so above acknowledged to be sustained by reason of the non performance of the said promises and Assumptions, as the Debt of one thousand and forty four pounds of Tobacco for his Costs and Charges by him about his suit in this behalf said out and expended — And the said Joseph Edwards in mercy &c. —

Test. James Earle Junr. Clerk —

Memorandum: Judgment was confessed in this Action on the 13th day of April 1798 for £80.. 17.. 3 3/4 Current money & Costs — with Stay of Execution till the next Term. —

Test. J. E. Junr. Clerk —

Daniel Mc Donnell against Charles Goldsborough

Be it remembered that on the twenty eighth day of February in the year of our Lord one thousand seven hundred and ninety seven, Command was given to the Sheriff of Dorchester County, to take the Charles Goldsborough late of Dorchester County Planter, if he should be found in his Bailiwick, and him safe keep; so that he might have his body before the Judges of our General Court to be held at Easton, in Talbot County the second Tuesday in April then next to answer unto Daniel Mc Donnell of a plea that he render unto him the pale and just sum of five hundred and thirty pounds twelve shillings and eight pence Current money of Maryland which unto him he owes and from him unjustly detains &c. — Also that he the said Sheriff should not fail thereof at his peril, and should have then and there that Writ &c. —

At which said second Tuesday of April seventeen hundred and ninety seven being the day for the return of the aforegoing Writ, came into Court the aforesaid Daniel Mc Donnell by Josiah Bayly Esquire his Attorney, and the Sheriff of the County aforesaid, to whom the said Writ was directed, also came and made return thereof to the Court thus endorsed, viz. — "Cepi. Jno. Tootell Shff." — Also the said Charles Goldsborough being called appeared in Court by William Goldsborough Esquire his Attorney, and defended the force & injury when &c. and prayed the liberty of imparling until the next Court, and it was granted unto him; the same day was given to the said Daniel Mc Donnell there &c. —

At which said next Court, viz. the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety seven, came again into Court the Parties aforesaid by their Attorneys aforesaid, and the said Daniel Mc Donnell by his Attorney aforesaid, declared against the said Charles Goldsborough in the Plea aforesaid in manner and form following, to wit. — Eastern Shore of Maryland Dorchester County, to wit. — Charles Goldsborough late of Dorchester County Planter, was summoned to answer unto Daniel Mc Donnell of a plea that he render unto him the pale and just sum of five hundred and thirty pounds twelve shillings and eight pence Current money, which unto him he owes and from him unjustly detains &c. — And whereupon the said Daniel Mc Donnell by Josiah Bayly his Attorney saith, that the said Charles Goldsborough on the eighteenth day of November in the year of our Lord one thousand seven hundred and ninety six, at the County aforesaid by his certain writing Obligatory, Sealed with the Seal of the said Charles and here into Court now brought, the date whereof is the same day and year aforesaid, acknowledged himself to be held and firmly bound unto the said Daniel in the aforesaid pale and just sum of five hundred and thirty pounds twelve Shillings and eight pence Current money of Maryland, to be paid to the said Daniel, when he the said Charles should be thereunto afterwards required. Nevertheless the said Charles the aforesaid sum of money, or any part thereof unto him the said Daniel hath not rendered or paid (although thereto often required) but the same to him to render or pay, hitherto altogether hath refused and still doth refuse to the Damage of the said Daniel two thousand pounds Current money of Maryland, And therefore upon he brings Suit &c. — Josiah Bayly for the Plff. — John Doe & Richard Roe Pledges &c.

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

Know all men by these Presents that I, Charles Goldsborough of Dorchester County and State of Maryland Esq. am held and firmly bound unto Daniel Mc Donnell of the County and State aforesaid Merchant in the pale and just sum of five hundred and thirty pounds twelve Shillings and eight pence Current money of Maryland, to be paid unto the said Daniel Mc Donnell or his certain Attorney, 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 18th day of November in the year of our Lord one thousand seven hundred and ninety six. —

The Condition of the above Obligation is such that if the above bounden Charles Goldsborough his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid, unto the said Daniel Mc Donnell or his certain Attorney, Executors, Administrators or Assigns, the pale and just sum of two hundred and sixty five pounds six shillings and four pence, on or before the first day of January next ensuing the date hereof, with legal interest thereon, then the above Obligation to be void, else to remain in pale force and virtue in law.

Signed, Sealed and Delivered, in the Presence of Mm. H. Hayes. — Charles Goldsborough (Seal)

Thereupon at the prayer of the said Daniel Mc Donnell by his Attorney aforesaid, it was ruled by the Court that the said Charles Goldsborough answer to the Declaration aforesaid of the said Daniel Mc Donnell in the plea aforesaid. — Also the said Charles Goldsborough by his Attorney aforesaid, further defended the force and injury when &c. and prayed the liberty of imparling until the next Court, and it was granted unto him; the same day was given to the said Daniel