of Caroline County Court in the plea aforesaid Indorsed, I have hereunto set my hand and affixed the Seal of the County aforesaid, this eighth day of April Anno Domini seven teen hundred and ninety seven. —

Seal of Caroline County Court — Tho: Richardson Clk of Car: Cty Court. —

Thereupon the aforesaid Thomas Nicols came into Court by John Goldsborough Esquire his Attorney; upon which it was ruled by the Court at the prayer of the aforesaid William Smith Senr. and William Smith Junr. that the said Thomas Nicols answer to the Declaration aforesaid of the said Plaintiffs in the plea aforesaid. And the same Thomas Nicols by his Attorney aforesaid, defendis the force and injury when &c. and Prayed leave of the Court to imparle until the next Term, and he had it the same day was given to the aforesaid Plaintiffs there &c. — At which said next Term, to wit, the second Tuesday of September seventeen hundred and ninety seven, came again into Court the parties aforesaid by their Attorneys aforesaid; And the said Thomas Nicols not having answered to the Declaration aforesaid, according to the rule aforesaid. It was further ruled by the Court that the said Thomas Nicols answer to the Declaration aforesaid of the said Plaintiffs in the plea aforesaid, or in default thereof judgement should be entered against him on default thereof, Whereupon the aforesaid Thomas Nicols further defended the force and injury when &c. and prayed further leave of the Court to imparle until the next Term, and he had it, the same day was given to the aforesaid Plaintiffs there &c. — And now here at this day, to wit, the second Tuesday of April in the year Our Lord one thousand seven hundred and ninety eight comes again into Court the parties aforesaid by their Attorneys aforesaid and the said Thomas Nicols by his Attorney aforesaid, further defends the force and injury when &c. and says that he cannot deny the action aforesaid of the said William Smith Senior and William Smith Junior so as aforesaid against him brought, nor but that he the said Thomas Nicols did assume upon himself in manner and form as the said William Smith Senior and William Smith Junior above thereof against him have complained, nor likewise but that the said William Smith Senior and William Smith Junior have sustained Damage by reason of the nonperformance of the promise and assumption aforesaid, to the sum of fifty five Pounds Current money — Whereupon the said William Smith Senior and William Smith Junior by their said Attorney, pray Judgement for those Damages so acknowledged, together with their Costs and Charges by them about their suit in this behalf laid out and expended. — Therefore it is considered by the Court here, that the said William Smith Junior & William Smith Junior, recover against the said Thomas Nicols as well the said sum of fifty five Pounds Current money, above acknowledged for their Damages which they have sustained by reason of the nonperformance of the promise & assumption aforesaid, as the Quantity of one thousand one four — Pounds of Tobacco for their Costs and Charges by their about their suit in this behalf laid out and expended. And the said Thomas Nicols in mercy &c. — Test. James Earle Junr. Clerk —

Memorandum, Judgement was confessed in this action, on the 11th day of April 1798, for fifty five pounds Damages & Costs. — with Stay of Execution till the next Court. —

John Woolfenden use of James Usher against Thomas Nicols. —

Be it remembered that on the thirtieth day of January one thousand seven hundred and ninety seven a Command was given to the Sheriff of Caroline County, to take Thomas Nicols late of Caroline County, Merchant, 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 holden at Easton in Talbot County on the second Tuesday of April then next following, to answer unto John Woolfenden of a plea that he the said Thomas Nicols do keep and perform to him the Covenant between the said John Woolfenden and one Abraham Usher now deceased, whom the said John Woolfenden hath survived, and the said Thomas Nicols in the lifetime of the said John Woolfenden and Abraham Usher made, according to the force, form and effect of a certain writing thereof between them made &c. — Nor that he the said Sheriff should not fail therefor at his peril, and should have then and there that Writ. — At which said second Tuesday of April in the year of our Lord one thousand seven hundred and ninety seven, being the day for the return of the aforegoing Writ, came into Court the aforesaid John Woolfenden by Nicholas Hammond Esquire his Attorney, and the Sheriff of the County aforesaid, to wit, Dekar Thompson Esquire, to whom the said Writ was directed likewise came and made thereof to the Court there endorsed, to wit. — "Capi Dekar Thompson Shff. —

Thereupon the said John Woolfenden by his Attorney aforesaid, declares against the said Thomas Nicols in the plea aforesaid, in manner and form following, to wit. —

The Eastern Shore of Maryland } Thomas Nicols late of Caroline County Merchant, was attached
Caroline County, to wit. — } to answer unto John Woolfenden of a plea that he the said Thomas Nicols, do keep and perform to him the Covenant between the said John Woolfenden and one Abraham Usher now Deceased, whom the said John Woolfenden hath survived, and the said Thomas Nicols in the lifetime of the said John Woolfenden and Abraham Usher made, according to the force, form and effect of a certain writing thereof between them made &c. — Whereupon the same John Woolfenden by Nicholas Hammond his Attorney, complains that whereas on the sixth day of July in the year seventeen hundred and ninety four, at Caroline County aforesaid, the said Thomas Nicols by the name and description of Thomas Nicols and Co. was indebted to the said John Woolfenden and a certain Abraham Usher (who is since deceased and whom the said John Woolfenden hath survived) by the style and firm of Abraham Usher and Company, in the sum of ninety six Pounds six Shillings and two pence Current money, for the balance of an Account there before that time stated, by and between the said Thomas Nicols, by the name and description of Thomas Nicols and Co: and the said Abraham Usher and John Woolfenden in the lifetime of the said Abraham, by the style and firm of Abraham Usher and Company; and so therein being indebted the said Thomas Nicols afterwards, to wit, the same day and year aforesaid, at the County aforesaid, by a certain instrument of writing, then and there made by the said Thomas Nicols, by the name and description of Thomas Nicols & Co: to the said Abraham Usher and John Woolfenden in the lifetime of the said Abraham, by the style and firm of Abraham Usher and Company (which said Instrument of writing sealed with the seal of the said Thomas Nicols, the said John Woolfenden here into Court brings, the date whereof