that the said Elizabeth Kirby in the same writing Obligatory and in the Condition thereof named, from the time of the making of the said writing Obligatory, had always hitherto well and faithfully observed, performed, fulfilled and kept all and every clause, Covenant, matter and thing in the Condition of the said writing Obligatory mentioned, on the part of her the said Elizabeth Kirby to be observed, performed, fulfilled and kept, according to the form and effect of the said condition, to wit, at Talbot County aforesaid; and this the said James Jones was ready to aver; wherefore he prayed Judgment whether the said John Bostman and Deborah his wife ought to have or maintain their action aforesaid thereof against him &c. — And the said James Jones, by leave of the Court here first had and obtained according to the form of the Statute in such case made and provided, further defended the force and injury when &c. and said that the said John Bostman and Deborah his wife, ought not to have or maintain the action aforesaid thereof against him; because he said that the said writing Obligatory was made and passed by the said Thomas Roberts to the Right Honourable the then Lord Proprietary of the then province of Maryland on the fifth day of May in the year seventeen hundred and seventy four, to wit, at the County aforesaid, and the original Writ of the said John Bostman and Deborah his wife in the plea aforesaid was not impetrated or sued out by the said John Bostman & Deborah his wife against the said James Jones within twelve years after the passing of the said writing Obligatory, as the same ought to have been according to the form and effect of the Act of Assembly in such case made and provided: and this the said James Jones is ready to verify: wherefore he prayed Judgment whether the said John Bostman and Deborah his wife, ought to have or maintain their action aforesaid, thereof against him &c. — Whereupon it was ruled by the Court at the prayer of the said James Jones by his Attorney aforesaid that the said John Bostman and wife Reply to the plea aforesaid by the said James Jones by the second of April then next following; the same day was given to the parties aforesaid there &c. — At which said second Tuesday of April seventeen hundred and ninety seven, came again into Court, as well the said John Bostman one of the Plaintiffs by his said Attorney, as the said James Jones Administrator as aforesaid, by his said Attorney and the said Deborah Bostman did not come: And thereupon the said John Bostman by his Attorney aforesaid suggested to the Court, that since the last Continuance of the plea aforesaid and before this day, the said Deborah Bostman one of the Parties, Plaintiff in the plea aforesaid departed this life, and of whom he the said John Bostman was the Administrator, which the said James Jones did not deny; And thereupon further process aforesaid upon the premises between the said Parties was by consent of the said Parties and their Attorneys aforesaid and order of the Court thereon, continued until the second Tuesday of September then next following — At which said second Tuesday of September seventeen hundred and ninety seven, came again into Court as well the said John Bostman Administrator as aforesaid by his said Attorney, as the said James Jones by his said Attorney; and the said John Bostman Administrator as aforesaid by his said Attorney, to the first plea replied that Goods and Chattels to the value of £6..17..0½ over and above all disbursements, belonging to Jacob Kirby, dec^d came to

the hands of his Administratrix Elizabeth Kirby, to a third part only whereof she was entitled as widow of the Dec^d; and the residue ought by her to have had over to the Children of the said Dec^d. The said dec^d left four Children, of whom Deborah the late wife of the Plaintiff was one: two of the Children died minors and intestate, having received no part of their Fathers Estate, and leaving Deborah and another sister Survivors. Nothing has been paid of the Estate of Jacob Kirby to either of his Children. The Plaintiff therefore, as the Administrator of his deceased wife claims a moiety of the above sum (the widows third part being first deducted thereout) and Interest upon that moiety from the 15th May 1775 unpaid, as his deceased wife's Share of her Fathers personal Estate. The widow and Administratrix took out Letters on the 9 Month May 1774. To the second plea the Plaintiff replied that the Infancy of his deceased wife Deborah was very young when her Father died, and she scarcely attained her full age at the time the suit was commenced, when she was under Coverture — Principal sum claimed is £29..12..4, Interest thereon from 5th May 1775 till pay^d — Thereupon the said James Jones by his Attorney aforesaid, further defended the force and injury when &c. and prayed leave of the Court to imparle until the next Term, and it was granted the same day was given to the said John Bostman Administrator as aforesaid there &c. —

And now here, at this day, to wit, the second Tuesday of April seventeen hundred and ninety eight, comes again into Court the Parties aforesaid by their Attorneys aforesaid the said James Jones Administrator as aforesaid, by his Attorney aforesaid relinquishing his averment aforesaid by him above pretended saith that he cannot deny the action aforesaid of the said John Bostman and wife so as aforesaid against him brought, nor but that he unjustly detains from the said John Bostman and wife the sum of two hundred & fifty pounds Sterling money of Great Britain in manner and form as the said John Bostman and wife above against him have complained: Therefore it is considered by the Court here that the said John Bostman Administrator as aforesaid recover against the said James Jones Administrator of Thomas Roberts as aforesaid as well the said sum of two hundred and fifty pounds Sterling money of Great Britain his Debt aforesaid in form aforesaid acknowledged as the quantity of one thousand five hundred and fourteen pounds of Tobacco for his Damages which he hath sustained, as well by occasion of the detention of that Debt as for his Costs and Charges by him about his suit in this behalf laid out and expended, to be levied of the Goods and Chattels which were of the said Thomas Roberts at the time of his death in the hands of the said James Jones remaining to be Administered if so much thereof in his hands to be administered he hath, and if so much thereof in his hands to be administered he hath not, then the Damages, Costs and Charges aforesaid, to be levied of the proper Goods and Chattels of the said James Jones — Test. James Earle Junr. Clerk

Memorandum Judgment was confessed in this action on the twenty first day of April 1798 for Penalty and Costs — Stayed on payment of £110..15..0 & Costs — Payments if any to be allowed. —

William Taylor & Wm Taylor against Charles Baker

Be it remembered that on the thirteenth day of May in the year Lord one thousand seven hundred and ninety six, Compand was given to the Sheriff of Talbot County to take Charles Baker late of Talbot County, Yeoman, if he should be found in his Bailiwick, and him safe keep, so that he might