averment aforesaid by him above pretended, and says that he cannot gainsay the action aforesaid of the said Benjamin Chew Junr. so as aforesaid against him brought, nor can he deny but that he owes to the said Benjamin Chew the sum of two hundred and Sixty seven pounds ten shillings and Six pence Current money, in manner and form as he the said Benjamin Chew above against him hath complained:— Therefore it is considered by the Court here, that the said Benjamin Chew Junior recover against the said Robert Pickering as well the sum of two hundred and Sixty seven pounds, ten shillings and six pence Current money, his Debt aforesaid in form aforesaid acknowledged, as the Quantity of six hundred and five 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, adjudged unto the same Benjamin Chew Junior by the Court here, with his Assent; and the said Robert Pickering in mercy &c.— Test, James Earle Junr. Clerk—

Memorandum, Judgment was confessed in this action on the Sixteenth day of April 1798. for Penalty and Costs — To be released on payment of the principal, Interest and Costs — with Stay of Execution until next Term — Payments if any to be allowed —

Benjamin Chew Junr.
against
John Roberts

Be it remembered that on the twenty third day of March in the year of our Lord one thousand seven hundred and ninety seven, Command was given to the Sheriff of Talbot County, to take John Roberts late of Talbot County Gentleman, 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 on the second Tuesday of April then next, to answer unto Benjamin Chew Junr. of a plea that he render unto him the sum of two hundred and Sixty seven pounds, ten shillings and six pence, Current money of Maryland, which to him he owes, and unjustly detains &c — And that thereof he the said Sheriff should not fail 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 said Benjamin Chew Junior by Nicholas Hammond Esquire his Attorney, and the Sheriff of Talbot County to whom the said Writ was directed, likewise came and made return thereof to our said Court, thus endorsed, to wit — "Cepi, so answers, Daniel Cox Sheriff" And the said John Roberts being called, appeared in Court by Thomas James Bullitt Esquire his Attorney, and defended 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 said Benjamin Chew Junr. there &c. —

At which said next Term, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight came again into Court the Parties aforesaid by their Attornies aforesaid And the said Benjamin Chew Junr.

by his Attorney aforesaid declared against the said John Roberts in the plea of debt in manner and form following, to wit — The Eastern Shore of Maryland, Talbot County to wit; John Roberts late of Talbot County Gentleman, was summoned to answer unto Benjamin Chew Junr. of a plea that he render unto him the sum of two hundred & sixty seven pounds, ten shillings and six pence Current money of Maryland, which to him he owes and unjustly detains &c — And whereupon the same Benjamin Chew by Nicholas Hammond his Attorney, saith that whereas the said John Roberts on the eleventh day of December in the year Seventeen hundred and ninety two, at the County &c. by his certain writing Obligatory, which sealed with the Seal of the said John, the said Benjamin here into Court brings, the date whereof is the same day and year aforesaid, acknowledged himself to be held and firmly bound unto the said Benjamin in the aforesaid sum of two hundred and Sixty Seven pounds ten shillings and six pence Current money; to be paid to the said Benjamin or his Assigns, when he the said John should be thereto afterward required, of the payment whereof the said John did bind himself firmly by the said writing — Nevertheless the said John altho' often thereto required, the said money aforesaid or any part thereof to the said Benjamin yet hath not paid, but the same to him to pay hath hitherto altogether refused, and still doth refuse, to the Damage of the said Benjamin in the sum of three hundred pounds Current money; and thereupon he brings this suit &c — Mr. Hammond pro ptff. pledges &c. John Doe & Richard Roe. —

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

State of Maryland, Talbot County, Know all men by these presents, that we Robert Pickering of the County and State aforesaid Merchant, and John Roberts of the same County and State, are held and firmly bound to Benjamin Chew of Philadelphia, Attorney at Law in two hundred and Sixty seven pounds ten shillings and six pence, in Spanish Dollars at seven shillings and six pence each Dollar, to be paid to the said Benjamin Chew, or his certain Attorney, Executors, Administrators or Assigns, for which payment to be well and truly made we bind ourselves and each of us by himself for the whole, and in gross, our, and each of our Heirs, Executors and Administrators, firmly by these presents. Sealed with our Seals and dated the eleventh day of December Anno Domini 1792 —

The Condition of the above Obligation is such that if the above bounden Robert Pickering and John Roberts their, or either of their Heirs, Executors or Administrators do and shall well and truly pay, or cause to be paid unto the above named Benjamin Chew, his Executors Administrators or Assigns, the full sum of one hundred and thirty three pounds fifteen shillings and three pence in money &c, with lawful Interest for the same from the date hereof, then the above Obligation to be void and of no effect, or else to remain in full force and virtue — Sealed and Delivered, in the presence of Jere: Banning.

Robert Pickering (Seal)
John Roberts (Seal)

On the back of the aforegoing Bond, are the following endorsements, to wit. —

I engage, in behalf of Benjamin Chew that three years is given for the within payment, on proviso the Interest is annually paid — December 11th 1792 —

Jere: Banning