Samuel M'Kean by their Attorney aforesaid, that the said William Gibson answer to the Declaration aforesaid of the said William Barclay and Samuel M'Kean in the plea aforesaid. And the said William Gibson by his Attorney aforesaid further defended the force and injury when &c, and prayed leave of the Court to imparle unto the next Term, and he had it. The same day was given to the said William Barclay and Samuel M'Kean then, &c — At which said next Term, towit the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety seven, came again into Court the said William Barclay and Samuel M'Kean by their Attorney aforesaid, but the said William Gibson did not come; And the same William Barclay and Samuel M'Kean by their Attorney aforesaid, suggested to the Court that since the last Continuance of the plea aforesaid, and before that time, the same William Gibson departed this life, and the same was not denied. Whereupon it was ordered by the Court, at the prayer of the said William Barclay and Samuel M'Kean that a summons be forthwith issued, returnable to the then next Term, directed to a certain Elizabeth Gibson and Thomas Baynard, Administrators of all and singular the Goods and Chattels, Rights and Credits which were of the said William Gibson, at the time of his death, and such summons accordingly issued forth out of our General Court, Commanding the Sheriff of Caroline County to summon Elizabeth Gibson and Thomas Baynard Administrators of William Gibson, that all excuses and delays set aside they should be and appear before the Judges of our said General Court, to be held for the Eastern Shore of the State of Maryland, at Easton in Talbot County, on the second Tuesday of September then next, and there and there agreeably to an Act of Assembly in such cases lately made and provided, to cause themselves to be made a party in a certain Action of Debt, then depending in our said Court, wherein the said William Barclay and Samuel M'Kean were Plaintiffs and a certain William Gibson was Defendant or the Judges of our said General Court on their Default would proceed to Judgement thereon — The same day was given to the said William Barclay and Samuel M'Kean then, &c — At which said second Tuesday of September in the year of our Lord one thousand seven hundred and ninety seven, came into Court as well the said William Barclay and Samuel M'Kean by their Attorney aforesaid, as the said Elizabeth Gibson and Thomas Baynard Administrators of William Gibson as aforesaid, by Joshua Driver Esquire their Attorney. And the said Elizabeth Gibson and Thomas Baynard by their attorney aft. defended the force and injury when &c, and prayed leave of the Court to imparle until the next Term, and they had it. The same day was given to the said William Barclay and Samuel M'Kean, then, &c — At which said next Term, towit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety eight, came again into Court the parties aforesaid by their Attorneys aft. Whereupon, it was ruled by the Court, at the prayer of the said

William Barclay and Samuel M'Kean by their Attorney aforesaid, that the said Elizabeth Gibson and Thomas Baynard answer to the Declaration aforesaid of them the said William Barclay and Samuel M'Kean in the plea aforesaid. And the said Elizabeth Gibson and Thomas Baynard by their Attorney aforesaid further defended the force and injury when &c, and prayed leave of the Court to imparle unto the next Term, and they had it. The same day was given to the said William Barclay and Samuel M'Kean, then, &c —

And now here, at this day, towit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attorneys aforesaid, and files in Court here an Agreement, which issues in the words and figures following, towit, — Barclay and M'Kean — v — Elizth Gibson and Thomas Baynard Admrs of William Gibson — Sept. Term 1798 — Dt &c — Judg. for Debt p £200 Damages and Costs — The Damages to be released on payment of Interest on the Principal Debt from the date of the Bill till payment thereof — payments, if any, to be allowed — But it is agreed that this Judgement shall be released, as to the personal Estate, on the payment of the distributive or proportional Share of the said personal Estate, to which the plaintiffs shall be found entitled on the settlement thereof by the Register of Wills of Caroline County — Nr. Hammond pltffs Atty. Jos. Driver Pr. Defendants — Therefore it is considered by the Court here that the said William Barclay and Samuel M'Kean recover against the said Elizabeth Gibson and Thomas Baynard Admrs as aft. as well the said sum of four hundred and nine pounds nineteen shillings and two pence Maryland Currency their Debt aforesaid in form aforesaid confessed, as the said sum of two hundred pounds Current money their Damages aforesaid, in form aft. acknowledged to be sustained by reason of the Detention of the said Debt, as also the Quantity of seven hundred and three pounds of Tobacco by the Court here unto the said William Barclay and Samuel M'Kean adjudged for their Costs and Charges by them about their suit in this behalf laid out and expended — And the said Elizabeth Gibson and Thomas Baynard Admrs as aft. in mercy &c — Test, James Earle Junr Clerk.

Memorandum, Judgment was confessed in this action on the 15th day of September 1798 p as pltffs Agreement filed on that day —

James Hindman against Joshua Cooper and Sydia his wife Admtrx of Parrott Clarke

Be it remembered that on the tenth day of June in the year of our Lord one thousand seven hundred and ninety seven, James Hindman by Luther Martin and James Buttitt Esquires his Attornies issued out of our Eastern Shore General Court, the State of Maryland a writ of Scire-facias against Joshua Cooper and Sydia his wife admtrx of Parrott Clarke, directed to the Sheriff of Caroline County in the words and figures and of the tenor following, towit — The State of Maryland, The Sheriff of Caroline County, Greeting: Whereas a certain James Hindman at a General Court, held for the Eastern Shore of this State, at Easton, in Talbot County, on the second Tuesday of April

Seal of the Eastern Shore General Court