Judgments

the second day of this present Term, comes again into Court the said James Porter by his Attorney aforesaid, and the said Dihar Thompson, Sheriff as aforesaid, in Obedience to the Command contained in the said writ, and according to the tenor of his return as aforesaid, and to save the amerciament aforesaid, brought into Court the body of the said Joseph Price who appears by James Porter Esquire his Attorney; And thereupon, on motion of the said James Porter by his Attorney aforesaid, it was ruled by the Court, that the said Joseph Price give special bail in the plea aforesaid. Whereupon a certain Charles Emory of Talbot County came into Court in his own proper person, and with the consent of the said James Porter by his Attorney aforesaid became pledge and bail for the said Joseph Price, that if it should happen that the said Joseph Price should be convicted at the suit of the said James Porter in the plea aforesaid, then the said Charles Emory consented that as well the Debt aforesaid, as all such Damages, Costs and Charges as should be adjudged unto the said James Porter in this behalf, should be made of his body, Lands and Chattels, and levied to the use of the said James Porter, if it should happen that the said James Porter should not pay the said Debt, Damages, Costs and Charges or render himself to the prison and Custody of the Sheriff of the County aforesaid on that occasion. — Thereupon the said James Porter by his Attorney aforesaid declared against the said Joseph Price in the plea aforesaid, in manner and form following, to wit. — State of Maryland, Caroline County, to wit: Joseph Price late of Caroline County, Surgeon, was summoned to answer unto James Porter of a plea that he render unto him the sum of three hundred pounds, Current money of Maryland, which to him he owes, and from him unjustly detains, and so forth. — And whereupon the same James Porter by Richard T. Earle his Attorney, says that the same Joseph Price on the twentieth day of March in the year of our Lord seventeen hundred and ninety five at Queen Anns County, to wit, at the County aforesaid, by his certain writing Obligatory, sealed with his Seal, and here into Court now brought by the same James Porter, the date whereof is the same day and year aforesaid, acknowledged himself to be held and firmly bound unto the same James Porter in the aforesaid sum of three hundred pounds Current money of Maryland, to be paid to the said James Porter when after, he the same Joseph Price should be thereto required; To the payment whereof well and truly to be made and done the same Joseph Price bound himself, his Heirs, Executors and Administrators firmly by the said writing Obligatory. — Nevertheless the same Joseph Price although often thereto required, the aforesaid sum of money, or any part thereof, unto the same James Porter yet hath not rendered or paid, but the same or any part thereof

to render or pay hitherto altogether hath refused, and still doth refuse, to the Damage of the said James Porter six hundred pounds Current money of Maryland, and therefore he brings this suit &c. — Richard T. Earle for Pl. Pledges &c. John Doe & Richd. Roe. — The writing Obligatory in the Declaration aforesaid mentioned, follows, as follows, to wit. — Queen Anns County, Maryland, to wit: Know all men by these presents that I Joseph Price of Caroline County and State aforesaid, am held and firmly bound unto James Porter of the County and State first aforesaid in the full and just sum of three hundred pounds Current lawful money of Maryland, to be paid unto the said James Porter or to his certain Attorney, Executors, Administrators or Assigns, for which payment well and truly to be made and done, I bind myself my Heirs, Executors, Administrators and my Lands sold and conformed unto me by my Mother Mary Price, and my Brother James Price junr. lying and being in Tully's Neck in Queen Anns County aforesaid, which aforesaid sum of money I do make a Charge and Lien on my said aforesaid Lands firm by by these presents. Sealed with my Seal and dated this twentieth day of March in the year of our Lord seventeen hundred and ninety five. — Now the Condition of the above Obligation is such that if the above bound Joseph Price, his Heirs, Executors and Administrators shall and do, well and truly pay, or cause to be paid unto the above mentioned James Porter, or to his certain Attorney, Executors, Administrators or Assigns, the just full sum of one hundred and twenty five pounds Current lawful money of Maryland at or upon the first day of September next ensuing the date hereof, with legal Interest thereon — Then the above Obligation to be void, otherwise to be and remain in full force and virtue in Law. — Sealed and Delivered in presence of John Stant, John Scrivener — Jos. Price (Seal)

On the said writing were the following Indorsements Viz. —

Memdm. The within Bond is taken, and given in part payment, and satisfaction for the balance of the within mentioned James Porter's right and claim to the Estate of Mr. John Price, deceased, which the within bound Joseph Price hath bargained for, and purchased, and is not to bar or exclude, any private Agt. between the within mentioned Parties. Witness — John Stant — John Scrivener — Jos. Price —

Queen Anns County, Maryland, to wit, I hereby assign, transfer, make over and confirm unto James Hutchins his Heirs and Assigns forever, all the right, Title, Interest, use, Trust, Property, Claim, and demand whatsoever, mine, and my Heirs, of, in, and to the within Bond and Obligation, for value received. As witness my hand and seal this twenty fifth day of April in the year of our Lord seventeen hundred and ninety five. —

Witness James Smith, William Burk — James Porter — (Seal)

This the said Joseph Price by his Attorney aforesaid defends the force and injury when &c. and says that he cannot gainsay the action aforesaid of the said James Porter, so as aff.