of September 1799. for £100 Current money, and Costs — To be released on the payment of £212. 0. 11. Current money with Interest thereon from the twelfth day of April 1798. untill paid and Costs — Stayed Stay of Execution untill the next Term —

Joshua Lemmon and Peter Severing against Benjamin Hatchison and William Brown

Be it remembered that on the fourteenth day of August in the year of our Lord one thousand seven hundred and ninety eight, Command was given to the Sheriff of Kent County, to take Benjamin Hatchison late of Kent County, Sheriff of the same County, and William Brown late of the same County, Merchant, lately trading as Merchants, under the firm of Hatchison and Brown, if they should be found in his Bailiwick, and them safe keep, so that he might have their bodies before the Judges of our General Court, to be held at Easton, in Talbot County, on the second Tuesday of September then next, to answer unto Joshua Lemmon and Peter Severing of a plea, that they render unto the said Lemmon and Severing the full and just sum of one thousand and two Dollars, which to them, the said Hatchison and Brown owe, and from them unjustly detain &c — And that thereof he, the said Coroner was not to fail at his peril, and should have then and there that Writ &c — And the said Joshua Lemmon and Peter Severing by John Goldsborough Esquire their Attorney, on the day of prosecuting and suing forth the aforegoing Writ, declared against the said Benjamin Hatchison and William Brown in the plea aforesaid in manner and form following, towit. — Eastern Shore, State of Maryland, Kent County, towit, Benjamin Hatchison late of Kent County, Sheriff of the same County, and William Brown late of the same County, Merchant, were summoned to answer unto Joshua Lemmon and Peter Severing, of a plea that they render unto the said Lemmon and Severing the full and just sum of one thousand and two Dollars, which to them the said Hatchison and Brown owe, and from them unjustly detain and so forth — And whereupon, the same Lemmon and Severing by John Goldsborough junr. their Attorney say that the same Benjamin Hatchison and William Brown, by the name, style, and distinction of Hatchison, and Brown, on the twelfth day of May in the year seventeen hundred and ninety seven, at Baltimore, towit, at the County aforesaid, by their certain Bill Obligatory, Sealed with their Seal, and here into Court now brought by the same Lemmon and Severing (the date whereof is the same day and year aforesaid) promised and Obliged themselves to pay to the same Lemmon and Severing, or order, the sum of one thousand and two Dollars, thirty days after the date of the same Bill, with legal Interest till paid, for value of them received; To the payment whereof, well and truly to be made, the same Hatchison and Brown bound themselves unto the same Lemmon and Severing firmly by the same Bill — Nevertheless the same Hatchison and Brown (although thereto often required after the time of payment of the aforesaid sum of money, in the Bill aforesaid mentioned) the aforesaid sum of one thousand and two Dollars, Current money, or any part thereof, yet have not paid, nor hath either of them paid the same, to the same Lemmon and Severing, but the same sum of money, or any part thereof to pay, the same Hatchison and Brown have hitherto altogether refused, and still do refuse, to the Damage of the said Lemmon and Severing two thousand and four Dollars Current

money: And thereupon they bring their suit &c —

J. Goldsborough jr. for Plffs. Pledges &c — John Doe, and Richard Roe —

The Bill Obligatory mentioned in the aforegoing Declaration is in these words and figures following Viz: — Dollars 1002. — Cents — Baltimore 12th May 1797. — "Thirty days after date we promise to pay Lemmon and Severing, or order, one thousand and two Dollars, with legal Interest untill paid, value received — As witness our Hand and Seal — Present — Abel Knox — Hatchison and Brown — (Seal)

Copies of which said Declaration and Bills were made and sent with the Writ of the Coroner of Kent County, thereon endorsed "To be served on the Defendants with the Writ, "or left at their last place of abode, twenty days at least before the next Session of the "General Court." — At which said second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, (being the day for the return of the aforegoing Writ) came into Court the said Lemmon and Severing by their Attorney aforesaid, and the Coroner of Kent County, to whom the same Writ was directed likewise came, and made return thereof to the said Court thus endorsed, towit — "Copie, Copies left 18th "of August — Philip Taylor, Coroner" — And the said Benjamin Hatchison and William Brown being called, appeared in Court by John Scott Esquire their Attorney, and defended the wrong and injury when &c, and prayed leave of the Court to imparle untill the next Term, and they had it; The same day was given to the said Lemmon and Severing 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 nine, came again into Court the parties aforesaid by their Attornies aforesaid; And thereupon, on motion of the said Lemmon and Severing by their Attorney aforesaid it was ruled by the Court that the said Hatchison and Brown answer to the Declaration aforesaid of them the said Lemmon and Severing in the plea aforesaid; And the said Hatchison and Brown by their Attorney aforesaid further defended the wrong and injury when &c, and prayed leave of the Court to imparle untill the next Term, and they had it, The same day was given to the said Lemmon and Severing, 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 nine, comes again into Court the parties aforesaid by their Attornies aforesaid; And the said Hatchison and Brown by their attorney aforesaid further defend the wrong and injury when &c — and say, that they cannot gainsay the action aforesaid of the said Lemmon and Severing so as aforesaid against them brought, nor can they deny but that they owe to the said Lemmon and Severing the sum of one thousand and two Dollars Current money in manner and form as they the said Lemmon and Severing above thereof against them complain; nor but that they the said Lemmon and Severing have sustained Damage by occasion of the Detention of that Debt to the sum of two thousand and four Dollars Current money, as they the said Lemmon and Severing above by declaring suppose — Wherefore the said Lemmon and Severing by their Attorney aforesaid pray Judgment for their Debt aforesaid in form aforesaid confessed together with their Damages above acknowledged, and also for their Costs and Charges by them, about their suit in this behalf laid out and expended, to them to be adjudged &c — Therefore it is considered by the