At which said next Term, towit, 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 Attorneys aforesaid. And the said John Seigreaves by his Attorney aforesaid declared against the said Jacob Clayland in the plea aforesaid in manner and form following, towit: — Eastern Shore of Maryland, Queen Anns County towit; James Clayland and Jacob Clayland late of Queen Anns County, Merchants, were attached to answer unto John Seigreaves of a plea of Trespass upon the case and so forth — And whereupon the said John Seigreaves by Richard T. Earle his Attorney complains, that whereas the aforesaid Jacob Clayland, together with a certain James Clayland late of the County aforesaid (which said James Clayland, on a Capias ad respondendum issued out of the General Court for the Eastern Shore of Maryland aforesaid, and directed to the Sheriff of Queen Anns County afsd. to take the bodies of the said Jacob Clayland and James Clayland if they should be found in his Bailiwick, and to answer unto the said John Seigreaves in a plea of Trespass upon the case, was returned by the said Sheriff of Queen Anns County afsd. not to be found in his Bailiwick) on after the day of in the year of our Lord one thousand seven hundred and at the County afsd. towit, on the twentieth day of May, in the year one thousand seven hundred and ninety six, made their certain Note in writing called a promissory Note, with their proper hands thereto subscribed, bearing date the day and year last aforesaid, and the said Note to him the said John Seigreaves then and there delivered, by which said Note the aforesaid Jacob Clayland and James Clayland promised to pay to the Order of the said John Seigreaves, in six Months from the date of the said Note, the sum of seven hundred and fifteen Dollars, for value received; By reason whereof, and also by force of the Statute in such case late made & provided, the aforesaid Jacob Clayland and James Clayland became liable for, and chargable to pay unto him the said John Seigreaves, the aforesaid sum of seven hundred and fifteen Dollars, and so therewith being chargable, the aforesaid Jacob Clayland and James Clayland in consideration thereof, afterwards, towit, on the day and year last aforesaid at the County aforesaid upon themselves assumed, and to the said John Seigreaves then and there faithfully promised that they the aforesaid Jacob Clayland and James Clayland the afsd. sum of seven hundred and fifteen Dollars to him the said John Seigreaves would well and truly content and pay — Nevertheless the aforesaid Jacob Clayland and James Clayland their promise and Assumption aforesaid so as aforesaid made not regarding, but minding and fraudulently intending him the said John Seigreaves in this behalf craftily and subtilly to deceive and defraud the afsd. sum of seven hundred and fifteen Dollars or any part thereof, to him the said John Seigreaves have not, nor hath either of them contented or paid (altho' so to do the said Jacob Clayland and James Clayland, were often by the said John Seigreaves at the County afsd. requested) but the same or any part thereof to him the said John Seigreaves to content or pay the said Jacob Clayland and James Clayland hath hitherto altogether refused, and still do refuse, to the Damage of the said John Seigreaves five hundred pounds Current money of Maryland — And therefore he brings suit and so forth — Richard T. Earle for Plff. Pledges &c. John Doe and Richard Roe —

And thereupon, the said Jacob Clayland by his Attorney aforesaid further defended the wrong 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 John Seigreaves, then and so forth —

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 said Jacob Clayland by his Attorney aforesaid, but the said John Seigreaves did not come; And the said Jacob Clayland by his Attorney aforesaid suggested to the Court, that since the last continuance of the plea aforesaid, that is to say, the second Tuesday of September last past, and before that time, the said John Seigreaves, the Plaintiff in this cause, departed this life, and the same was not denied; Whereupon, day was given by the Court until the second Tuesday of September next, for the proper parties to appear according to the Act of Assembly in such case made and provided, to prosecute & and upon the premises in the plea aforesaid; And the same day was given to the said Jacob Clayland, 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 said Jacob Clayland by his Attorney aforesaid, and now here also comes James S. Cox, Executor of the Testament and last Will of the said John Seigreaves by Richard Tilghman Earle Esquire, his Attorney, and brings into Court here the Letters Testamentary of the said John Seigreaves, by which, it sufficiently appears to the Court that he the said James S. Cox is the Executor of the said Testament and last Will, and have the Execution thereof &c. — And thereupon the said Jacob Clayland by his Attorney aforesaid further defends the wrong and injury when &c. and says that he cannot gainsay the action aforesaid of the said John Seigreaves so as aforesaid against him brought, nor can he deny but that he did assume upon himself in manner and form as the said John Seigreaves above thereof against him hath complained; Nor likewise, but that the said John Seigreaves hath sustained Damage by occasion of the nonperformance of the premise and Assumption aforesaid to the sum of five hundred pounds Current money as he the said John Seigreaves above by declaring hath supposed: Whereupon the said James S. Cox Executor as aforesaid, by his Attorney aforesaid prays Judgement, and the Damages above acknowledged, together with his Costs and Charges by him about his suit in this behalf laid out and expended, to him to be adjudged &c. — Therefore it is considered by the Court here that the said James S. Cox Executor as aforesaid recover against the said Jacob Clayland as well the said sum of five hundred pounds Current money the Damages aforesaid, above acknowledged to be sustained by reason of the non-performance of the promise and Assumption aforesaid, as also the Quantity of one thousand and twenty seven pounds of Tobacco by the Court here unto the said James S. Cox adjudged for his Costs and Charges by him about his suit in this behalf laid out and expended, And the said Jacob Clayland in mercy &c. — Test. James Earle Junr. Clerk —

Memorandum — Judgement was confessed in this action on the eighteenth day of September 1799 for £570 Current money Damages and Costs. To be released on the payment of £268. 2. 6. Current money with Interest thereon from the 28th. day of November 1796 untill paid, and Costs — Plaintiff acknowledges the receipt of £87. 2. 9. Current money, on the second day of November 1796 — Test, J. Earle Clerk —

George Medford Junior against John Sands

Be it remembered that on the twenty eighth day of March in the year of our Lord one thousand seven hundred and ninety eight, Command was given to the Sheriff of Queen Anns County, to take John Sands late of Queen Anns County, farmer, if he should be found in his Bailiwick, and him safe keep so that he might have his body before the