in the plea ap., by the second Tuesday in September next an Judgment will be rendered against him by default; the same day is given to the ap. Elizabeth Coale then &c.

And now here, to wit, the second Tuesday in September seventeen hundred and ninety nine, comes again into Court the parties ap. by their Attorneys ap. And the said Daniel Sulivane Junr. says nothing in bar or preclusion of the action ap. of her the said Elizabeth Coale, but therein doth make default, whereby the same Elizabeth Coale remains against the same Daniel Sulivane Junr. therein undefended. Therefore its considered by the Court here, that the said Elizabeth Coale recover against the said Daniel Sulivane Junr. as well the ap. sum of seven hundred and sixty one pounds five shillings current money, her debt ap., as also the quantity of Six hundred and thirty three pounds of Tobacco, for her Damages which she hath sustained, as well by reason of the detention of the said Debt, as for her Costs and Charges by her about her Suit in this behalf expended, and the said Daniel Sulivane Junr. in mercy &c.

James Earle Junr. Clk.

Memorandum Judgment Sept. 16th 1799. by deft. under rule to plead for penalty & Costs. To be released on payment of principal Interest & Costs payments if any to be allowed. Stay Execution till next Court.

John Woolfenden against Joseph E. Sulivane

Be it remembered that on the fourth day of May seventeen hundred and ninety eight Command was given to the Sheriff of Dorchester County to take Joseph Emalls Sulivane late of Dorchester County Merchant 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, the second Tuesday of September next, to answer unto John Wolfenden of a plea that he render unto him the sum of eight hundred pounds current money of Maryland, which to him he owes and unjustly detains &c. And that he shall then and there have that writ &c. At which said second Tuesday in September seventeen hundred and ninety eight being the day for the return of the ap. writ comes into the General Court here the said John Wolfenden by Nicholas Hammond his Attorney and the Sheriff of Dorchester County to whom the same writ was directed makes return thereof to the Court here thus endorsed to wit. 'Cepi Henry Cain Sheriff'

And the said Joseph E. Sulivane, being called appears in Court here by Henry Waggaman his Attorney, and thereupon on motion of the said John Wolfenden by his Attorney ap., its ruled by the Court here that the said Joseph E. Sulivane give special bail in the plea ap. whereupon the said Joseph E. Sulivane by his Attorney ap., files in Court here a certain Bail piece, the tenor whereof is as follows to wit. Nos. James Sulivane & Daniel Sulivane Junr. do jointly and severally acknowledge yourselves special for the said Joseph Emalls Sulivane, at the suit of the said John Wolfenden, in an action of Debt, brought by the said John Wolfenden against the

Joseph Emalls Sulivane in the General Court. July 28th 1798. before Wm. Keen Wm. Stevens

And the said John Wolfenden by his Attorney ap., Declares against the said Joseph Emalls Sulivane in the plea ap., as follows, to wit. Eastern Shore of Maryland, Dorchester County to wit. Joseph Emalls Sulivane late of Dorchester County, Merchant, was summoned to answer unto John Wolfenden of a plea that he render unto him the sum of eight hundred pounds current money of Maryland which to him he owes and unjustly detains &c. And whereupon the same John Wolfenden by Nicholas Hammond his Attorney saith that whereas the said Joseph Emalls Sulivane on the third day of April in the year seventeen hundred and ninety five, at the County ap. by his certain writing obligatory, which sealed with the seal of the said Joseph Emalls Sulivane the said John Wolfenden here into Court brings the date whereof is the same day and year ap. acknowledged himself to be held and firmly bound unto the said John Wolfenden in the ap. sum of eight hundred pounds current money; to be paid to the said John Wolfenden or his assigns when he the said Joseph Emalls Sulivane should be thereto afterwards required. To the Payment whereof the said Joseph Emalls Sulivane did bind himself firmly by the same writing. Nevertheless the said Joseph Emalls Sulivane, altho' thereto required, the sum of money ap. or any part thereof, to the said John Wolfenden yet hath not paid, but the same to him to pay hath hitherto altogether refused & still doth refuse, to the damage of the said John Wolfenden, in the sum of one thousand pounds current money; and thereupon he brings this Suit &c.

N. Hammond for Plff. John Doe, Richard Roe — pledges &c.

And the said Joseph E. Sulivane by his Attorney ap. defends the force and injury when &c, and prays leave to imparle until the second Tuesday in April next and he hath it the same day is given to the ap. John Wolfenden then &c. At which said second Tuesday of April seventeen hundred and ninety nine, comes again into Court the parties ap. by their Attorneys ap. and thereupon on motion of the said John Wolfenden by his Attorney ap. its ruled by the Court here, that the said Joseph E. Sulivane, answer to the Declaration ap. by the second Tuesday in September next, or Judgment will be rendered against him by default, the same day was given to the said John Wolfenden then &c. And now here, to wit, the second Tuesday of September seventeen hundred and ninety nine comes again into Court the said John Wolfenden by his Attorney ap., and the said Joseph E. Sulivane, tho' solemnly called now here comes not nor says any thing in bar or preclusion of the action ap. of him the said John Wolfenden but therein doth make default, whereby the same John Wolfenden remains against the said Joseph E. Sulivane therein undefended. Therefore its considered by the Court here that the said John Wolfenden recover