Judgments.

by Thomas Oldham & Martin his attorney says that the same Charles Bromwell on the fifth day of November in the year of our Lord seventeen hundred and ninety five at the County aforesd by his certain Bill obligatory which Bears with the Date of the same Charles Bromwell the same Samuel Sherwood here into Court brought the date whereof is the same day and year aforesd promised and obliged himself his Heirs Executors & Administrators to pay or cause to be paid unto the aforesd Samuel Sherwood his Heirs Executors Administrators or Assigns the aforesd sum of one hundred and fifty six pounds seven and six pence current money of Maryland on or before the fifteenth day of September next ensuing the date of the said Bill to the Payment whereof well and truly to be made and done the same Charles Bromwell bound himself his Heirs Executors & Administrators firmly by the same Bill obligatory. Nevertheless the same Charles although thereto often requested, the said sum of money or any part thereof unto the same Samuel Sherwood yet hath not rendered or paid, but hitherto altogether hath refused and still doth refuse to the damage of the same Samuel three hundred pounds current money of Maryland and thereupon he brings this Suit &c

Thos. O. Martin for pla. pledges &c John Doe Richard Roe

The Bill obligatory mentioned in the foregoing Declaration recites in the following words and figures to wit — We Promise and oblige ourselves our Heirs Executors & Administrators to pay or cause to be paid unto Samuel Sherwood his Heirs Executors Administrators or Assigns the full and just sum of one hundred and fifty six pounds seven shillings and six pence common money, if not paid on or before the fifteenth day of September next Interest from the date for value of him received. As witness our hands and Seals this fifth day of November one thousand seven hundred and ninety five Test Rob. Banning — Charles Bromwell [seal] his mark

And whereupon day was given as well to the said Samuel Sherwood as to the said Charles Bromwell until the fourth Monday in May seventeen hundred and ninety eight. At which said fourth Monday in May seventeen hundred & ninety eight came here into Court the parties aforesd by their Attorneys aforesd, and the aforesd Charles Bromwell by John Goldsborough Junr. his attorney produced to the Court here the before mentioned writ of Habeas Corpus of the State of Maryland, which being read and heard the same is by the Court allowed, and ordered by the same Court that the cause of the Caption and detention of the said Charles Bromwell, together with the Record & proceedings relating to the same be accordingly transmitted before the honorable the Judges of the General Court, at their Court to be held for the Eastern Shore of the State of Maryland at Easton in Talbot County on the second Tuesday of September next ensuing that the said Judges may proceed as to Justice appertains and forth — Test Wm. Bond Clk

Talbot County, to wit, I do hereby certify that the foregoing Record & proceedings were faithfully and exactly taken from the Records and proceedings of Talbot County Court In Testimony whereof I have hereto set my hand and affix the public Seal of my

September Term 1799.

Seal Office, this second day of July anno Domini seventeen hundred and ninety eight

Wm. Bond Clk Talbot County

And now comes into the General Court here, as well the said Samuel Sherwood in his own proper person, as the said Charles Bromwell by John Goldsborough Junr. his Attorney aforesd, and thereupon on motion of the said Samuel Sherwood, it is ruled by the Court here that the said Charles Bromwell answer to the Declaration aforesd on or before the second Tuesday in April next or Judgment will be rendered against him by default, the same day is given to the said Samuel Sherwood then &c — At which said second Tuesday of April seventeen hundred and ninety nine, comes again into the General Court here the parties aforesd by their Attorneys aforesd, And the said Charles Bromwell by John Goldsborough Junr. his attorney comes and defends the force and injury when &c and prays a hearing of the Bill obligatory aforesd and it is read to him in these words to wit — We Promise and oblige ourselves our Heirs, Executors & Administrators to pay or cause to be paid unto Samuel Sherwood his Heirs Executors Administrators or Assigns the full and just sum of one hundred and fifty six pounds seven shillings and six pence common money, if not paid on or before the fifteenth day of September next Interest from the date for value of him received. As witness our hands and Seals this fifteenth day of November one thousand seven hundred and ninety five Test Rob. Banning — Which being read and heard, the said Charles saith that the said Samuel his action aforesd against him to have & maintain ought, because he says that after the making the Bill obligatory aforesd and before the impetration aforesd of him the said Samuel, to wit, on the fifteenth day of September next ensuing the date of the same Bill obligatory, at the County aforesd he the said Charles paid & satisfied unto the said Samuel the said sum of one hundred and fifty six pounds seven shillings and six pence current money according to the form and effect of the same Bill obligatory, and this the said Charles is ready to verify, wherefore he prays Judgment if the said Samuel his action aforesd thereof against him to have or maintain ought &c — and thereupon on motion of the said Charles Bromwell by his Attorney aforesd it is ruled by the Court here that the said Samuel Sherwood reply to the answer of him the said Charles Bromwell in the plea aforesd on or before the second Tuesday of September next, or Judgment will be rendered against him by default, the same day was given to the said Charles Bromwell then &c —

And now here, to wit, the second Tuesday of September seventeen hundred and ninety nine, comes again into the General Court here the parties aforesd by their Attorneys aforesd, and the said Charles Bromwell by his Attorney aforesd defends the force and injury when &c, and saith that he cannot deny the action aforesd, now that he owes unto the said Samuel Sherwood the aforesd sum of one hundred and fifty six pounds seven shillings and six pence current money in manner and form as the aforesd Samuel Sherwood above against him hath complained, nor likewise but that the said Samuel Sherwood hath sustained Damage by reason of the detention of the said Debt to the sum of one hundred