William Rasin and Joseph Rasin answer to the Declaration aft, or Judgment will be rendered against them by default. And the said William & Joseph Rasin by their said Attorney defend the force and injury when &c. and pray leave of the Court here to imparle until the second Tuesday of April next, to answer to the Declaration aft, and they have it. the same day is given to the said James Pearce then &c.

At which mentioned day to wit, the second Tuesday of April seventeen hundred and ninety nine comes again into the General Court here the parties aft by their Attorneys aft. And the said William & Joseph Rasin by their Attorney aft defend the force and injury when &c. and say, that they cannot gainsay the action aft of the said James Pearce, nor can they one cent to the said James Pearce the aft sum of six hundred and twenty nine pounds nine shillings and eight pence specie in manner and form as the said James Pearce above against them hath complained. Therefore it is considered by the Court here, that the said James Pearce recover against the said William Rasin and Joseph Rasin, as well the said sum of six hundred and twenty nine pounds nine shillings and eight pence, specie, as also the quantity of six hundred and fifty two pounds of Tobacco, for his damages which he hath sustained, as well by occasion of the detention of the said debt, as for his Costs and charges by him about his suit, in this behalf expended, adjudged unto the said James Pearce by the Court here with his assent; and the said William & Joseph Rasin in mercy &c.

Memorandum. Judgment was confessed in this action on the eleventh day of April seventeen hundred and ninety nine for penalty & costs. to be released on the payment of principal, interest & costs. payment if any to be allowed. Stay of execution till next term. — Test James Earle junior Clerk

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Benjamin Comegys & Co. against Bodien Warner.

Be it remembered that the Plaintiffs in this cause by James Scott their Attorney, prosecuted and sued forth out of the General Court here the Writ of the State of Maryland of Capias ad respondendum. The tenor whereof is as follows to wit — The State of Maryland &c. To the Sheriff of Kent County Greeting: We Command you that you take Bodien Warner late of Kent County yeoman if he shall be found in your Bailiwick and him safe keep, so that you 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 Benjamin Comegys and company of a plea of Trespass upon the case &c. forth — Hereof fail not at your peril and have you then and there this writ. Witness the Honorable Jeremiah Townley Chase Chief Judge of our said Court the eleventh day of September anno domini 1797. Issued the 7. day of March 1798. Test Jd. Earle junr Clk

At which said second Tuesday of April seventeen hundred ninety eight, being the return day of the aforegoing writ, comes into the Court

General Court here, the said Benjamin Comegys & Company by James Scott their Attorney, and the Sheriff of Kent County to wit, now in form aft directed makes return thereof to the Court hereby endorsed to wit. Cepi Benjamin Matthews Shff

And the said Bodien Warner being called appears in Court by James Houston & Samuel Rasin his Attorneys, and thereupon on motion of the said Benjamin Comegys & Company by their Attorney aft, he is adjudged to give special Bail in the plea aft; whereupon the said Bodien Warner by his said Attorneys affirm in Court here, a certain Bail piece, the tenor whereof ensues as follows to wit —

Benjamin Comegys & Company, plaintiffs against Bodien Warner, Defendant — You Charles Payne and John Thompson do jointly and severally acknowledge yourselves special bail for the said Bodien Warner, at the suit of the said Benjamin Comegys & Company in an action on the case, brought by the said Benjamin Comegys &c against the said Bodien Warner with the General Court April the 13th 1798 Before John Thomas William Spencer

To the honorable the Judges of the General Court.

And the said Bodien Warner by his Attorneys aft, defends the force and injury when &c. and prays leave of the Court here to imparle until the second Tuesday of September next and he hath it the same day is given to the said Benjamin Comegys & Co. then &c.

At which said second Tuesday of September seventeen hundred and ninety eight comes again into the General Court here the parties aft by their Attorneys aft. And thereupon the said Bodien Warner by his said Attorneys, prays that the said Benjamin Comegys & Company may declare against him the said Bodien Warner in the plea aft, whereupon it is ruled by the Court here that the said Benjamin Comegys & Co. declare against the said Bodien Warner in the plea aft, or Judgment will be rendered against them by default, and the said Benjamin Comegys & Co. by their Attorney aft pray leave of the Court here to imparle until the second Tuesday of April next, to declare against the said Bodien Warner, and they have it, the same day is given to the said Bodien Warner then &c.

At which mentioned second Tuesday of April seventeen hundred and ninety nine comes again into the General Court here, as well the said Benjamin Comegys & Co. as the said Bodien Warner by their attorneys aft; and the said Benjamin Comegys & Co. by their attorney aft, declare, against the said Bodien Warner in the plea aft, as follows that is to say — Eastern Shore of Maryland Kent County, to wit, Bodien Warner late of Kent County, yeoman was attached to answer unto Benjamin Comegys & Company of a plea of Trespass upon the case and so forth. And whereupon the said Benjamin Comegys, John Comegys the younger, Jacob Baker & Cornelius Comegys by James Scott their Attorney complain that whereas the said Bodien Warner on the sixth day of September in the year of our Lord, seventeen hundred and ninety seven at the County aft, was indebted to the said Benjamin, John, Jacob & Cornelius, in the sum of three hundred and twenty eight pounds, twelve shillings and nine pence one farthing current money, for money by the said Benjamins, John, Jacob & Cornelius before that time lent and advanced to the said Bodien, and at his special instance and request, and being so indebted he the said Bodien in consideration thereof afterwards, to wit, on the same day and year aft at the County aft, undertook and then there faithfully promised the said Benjamins