April 1797. Issued the 15th day of July 1797. Wm. James Clerk pro Cl.

Whereupon its considered by the Court here that the writ aforesaid be a bond to that the Record of the plea aforesaid between the said parties be transmitted to the Justices therein named together with the bodies of the said Thomas Robertson & Charlotte his wife heirs and Devisees of Joshua Townsend & William & Jonathan & Sarah Townsend heirs of Joshua Townsend according to the Command of the said Writ, to their Record annexed.

John C. Handy Clk

State of Maryland Worcester County, to wit. I hereby certify to all whom it doth or may concern, that the foregoing Transcript is a true Copy taken from the Records and proceedings of Worcester County Court. In Testimony whereof I have hereto set my hand and affixed the Seal of my Office this 8th day of September anno domini 1797. John C. Handy Clk Wor. Co. Court.

Worcester County Court Seal

And now comes into the General Court, as well the said plaintiffs as the said Defendants by James & Robins their Attorney as the said Defendants by William Whittington their Attorney, And thereupon on motion of the said plaintiffs by their said Attorney its ruled by the Court here, that the said Defendants answer to the Declaration aforesaid or Judgment will be rendered against them by default, And the said Defendants by their Attorney defend the force and injury when &c and pray leave to imparle until the second Tuesday of April next to answer to the Declaration aforesaid, and they have it the same day is given to the said Plaintiffs then &c. At which day to wit second Tuesday of April seventeen hundred and ninety eight, came again into Court the parties by their Attorneys aforesaid, And the said Littleton Townsend Thomas and Charlotte his wife heirs & devisees and the said William Bellamy heir of the said Joshua by William Whittington their Attorney defend the wrong and injury when &c and say that they ought not to be charged with the sum of money aforesaid, charged as Damages aforesaid as heirs & devisees of the said Joshua, because they say, that they have not nor on the day of the exhibiting the Bill of the said Robins & Hammond or any time since have any lands or Tenements by devise or hereditary descent as heirs to the said Joshua in fee simple except the following Tracts of land viz. a Tract called Shade point, part of Baltimore Gift and partnership, part of a patentee, part of Smyth good part of Dumfries part of Stumfords Struggle, part of two lots of ground in Snow Hill, the dwelling house wherein Daniel Bell lives and about sixteen acres adjoining thereto called Salem, part of a tract called Cyrenia & part of another tract called Struggle. and such other real estate of the said Joshua as was devised to them by the said Joshua, or descended from him to them or some one of them with the appurtenances, and all which lands and real Estate whatever that was devised or descended to them, were by Alexander Contee Hanson Chancellor of the State of Maryland, on the twenty six day of October seventeen hundred and ninety seven, adjudged ordered and decreed to be sold for the payment of the



debts of the said Joshua, as by the record and process of the Chancery Court of the State aforesaid will more plainly appear and which said Decree still remains in full force & effect and in no wise reversed varied annulled or satisfied, and this they are ready to verify &c whereupon they pray, if they, as heirs & devisees of the said Joshua, ought to be charged with the said sum of money, or any part thereof charged as damages aforesaid. And thereupon on motion of the said Defendants by their Attorney aforesaid its ruled by the Court here, that the said plaintiffs reply to the answer of them the said Defendants in the plea aforesaid, or Judgment will be rendered against them in default thereof, and the said plaintiffs pray leave to imparle until the second Tuesday of September next to reply to the answer of the said Defendants in the plea aforesaid, and they have it the same day is given to the said Defendants then &c. At which said second Tuesday of September seventeen hundred and ninety eight, came again into Court the parties by their Attorneys aforesaid, And the said plaintiffs by their Attorney aforesaid pray leave to imparle until the second Tuesday of April next, to reply to the answer of the said Defendants in the plea aforesaid, and they have it the same day is given to the said Defendants then &c. And now here to wit the second Tuesday of April seventeen hundred and ninety nine, came again into Court, the parties by their Attorneys aforesaid, And the said Robins & Hammond say that they for any thing alleged by the said Littleton Townsend Thomas Robertson and Charlotte his wife in pleading ought not to be barred from having the said action thereof against them, because they say the plea aforesaid by them the said Littleton, Thomas and Charlotte in manner and form aforesaid above pleaded, and the matter therein contained, are not sufficient in law to bar the said ——— from having his said action against them to which said plea in manner and form above pleaded the said Robins & Hammond have no need nor are they bound by the law of the land, in any manner to answer, and this they are ready to verify wherefore for want of a sufficient answer in this behalf they the said Robins Hammond pray Judgment, and their damages by reason of the breaking of the said Covenant, in their Declaration mentioned may be adjudged to them — And the said Defendants by their Attorney defend the force and injury when &c and say that they cannot gainsay the action aforesaid, nor can they deny but that agreeable to certain Articles of Agreement, between the said John Bredeau and Joshua Townsend in their respective lifetimes made they owe unto the said plaintiffs the sum of two hundred pounds Current money, by reason of breaking the Covenants aforesaid. Therefore its considered by the Court here that the said plaintiffs recover against the said Defendants, as well the sum of two hundred pounds current money their Damages acknowledged in the aforesaid, as the quantity of One thousand one hundred and thirty three pounds of Tobacco for their costs & charges by them about their suit in this behalf paid out and expended, and the said Defendants in mercy &c.

James Clerk Clk

Judgment April the 17th 1799. for £200 Damages & Costs. Tobacco release on the payment of such sum as shall be ascertained by the Chancellor to be the plaintiffs proportional dividend of the amount of Sales of the real Estate of the said Joshua Townsend under the Decree of the said Chancellor & Costs, which sum the plaintiff agrees to accept, in full satisfaction of the said Judgment, and that he will bring in his claim under the said Decree on equal terms with the rest of the Creditors. —