pots, one shovel and tongs, a quantity of Tobacco unshipped, supposed to be one thousand pounds weight, some wheat supposed to be twenty two bushels some Flax in the Barn of the value of three pounds current money, some Hogs of the value of twenty shillings current money, two Raw hides, twenty five sheep, five Cows & a yearling two Cows and two yearlings one sow with Pigs, some Cow supposed to be sixteen Barrels in quantity a Fodder house with some Blades thereof of the value of seven pounds and ten shillings current money two bay mares one grey stone Wheat horse one Cow & yearling and one Negro girl called Sarah all and singular of which the above named John Manning hath taken and unjustly detained as is said against sureties and pledges. **Now the Condition** of the above Obligation is such that if the ep John Colston shall well and truly prosecute with effect the ep writ of Replevin, and if the said goods chattels articles and things above-mentioned shall be adjudged by the Judges of the said County Court to be the property of the said John Manning, then if the said John Colston shall cause the said goods chattels articles and things before mentioned to be delivered to the said John Manning, and shall pay and satisfy to the said John Manning all such legal Costs damages & charges as shall be by him sustained by occasion of replevying the said goods and chattels articles and things above mentioned. Then the above Obligation to be void and of none effect, otherwise to remain in full force and virtue in law — Sealed & delivered

In the presence of
William Crew —

John Colston (Seal)
Benj.n Kemp (Seal)
Hugh Crew (Seal)

And thereupon on motion of the said Nathaniel Manning by his Attorney ep it is ruled by the Court here that the said John Colston give security here within five ep answer to the Declaration ep or Judgment will be rendered against him by default, and the said John Colston by his Attorney ep defends the force and injury when &c and prays leave to imparle until the second Tuesday in April next to answer the Declaration ep, and he hath it the same day is given to the said Nathaniel Manning Plff.

And now here to wit, the second Tuesday in April seventeen hundred and ninety nine, comes again into Court the parties ep by their Attorneys ep, and the said John Colston by his Attorney ep defends the force and injury when &c, and saith that he cannot deny the action ep, nor that he owes to the said unjustly detains from the said Nathaniel Manning the ep sum of three hundred and forty pounds current money in manner and form as the said Nathaniel Manning above against him hath complained. **Therefore** it is considered by the Court here that the said Nathaniel Manning recover against the said John Colston, as well the said sum of three hundred and forty pounds current money his debt ep in form ep acknowledged as the quantity of five hundred and twenty seven pounds of Tobacco for his damages which he hath as well by reason of the detention of the said debt as for his Costs charges by him about his suit in this behalf expended, and the said John Colston in mercy &c.

James Earle Judge

Judgment April the 16th 1799 for penalty 4 Cts: Tobe, release on the payment of £118.8.0 with interest thereon from the 16th April 1799 till paid Costs stay of Execution till next Court.

Nathaniel Manning son of **John Manning**
against
Benjamin Kemp.

Be it remembered, that the plaintiff in this cause by Thomas James Bullitt his Attorney impleaded and secured faith out of the Eastern Shore General Court the following writ of Capias ad respondendum to wit: The State of Maryland. To the Sheriff of Dorchester County Greeting. We Command you that you take Benjamin Kemp late of Dorchester 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 April next to answer unto Nathaniel Manning Executor of the last Will and Testament of John Manning late of the said County deceased in a plea that he render unto him the sum of three hundred and forty pounds current money of Maryland which from him he unjustly detains &c. Herein fail not at your peril and have you then and there this writ. Witness the Honorable Robert Goldsborough Esquire Chief Judge of our said Court the 18th day of September anno dominie 1797 & in the 22d day of January anno dominie 1798. James Earle Judge

(Eastern Shore Court Seal)

At which said second Tuesday in April seventeen hundred and ninety eight being the day of the return of the aforegoing writ, comes into Court the said Nathaniel Manning Executor as ep by his Attorney ep, and the Sheriff of Dorchester County to whom the said writ was in form ep directed makes return thereof to the Court here thus endorsed, to wit "N.E. Henry Lake Sheriff" nevertheless the said Benjamin Kemp voluntarily appears in Court here by Luther Martin Esquire his attorney and defends the force and injury when &c and prays leave to imparle until the second Tuesday in September next and he hath it the same day is given to the said Nathaniel Manning then &c. At which said second Tuesday in September seventeen hundred and ninety eight, comes again into Court here the parties ep by their Attorneys ep. And the said Nathaniel Manning by his Attorney ep declares against the said Benjamin Kemp in the plea ep as follows to wit. State of Maryland Eastern Shore Dorchester County to wit. Benjamin Kemp late of Dorchester County yeoman was summoned to answer unto Nathaniel Manning Executor of the last Will and Testament of John Manning late of the said County deceased in a plea that he render unto him the sum of three hundred and forty pounds current money of Maryland which from him he unjustly detains &c. And whereupon the same Nathaniel Manning by Thomas James Bullitt his Attorney says that the same Benjamin Kemp on the fourteenth day of January, in the year of our Lord seventeen hundred ninety three at the County ep, by his certain writing obligatory, sealed with his seal and here into Court now brought by the said Nathaniel Manning the date whereof is the same day and year ep acknowledge himself to be held and firmly bound unto the said John Manning in his lifetime in the ep sum of three hundred and forty pounds current money of Maryland; to be paid to the said John Manning whenever after he the said Kemp should be thereto required. To the payment whereof well and truly to be made and done the said Kemp bound himself his Heirs Executors & Administrators firmly by the said writing obligatory. Nevertheless the said Kemp altho' often thereto required, the ep said sum of money or any part thereof unto the said John