action &c thereof against him to have or maintain ought &c. Then & Bullitt &c.
And thereupon on motion of the said George Miller by his Attorney &c it was ruled by the Court that the said George Miller should reply to the answer of the said Thomas Morgan in the plea &c, or Judgment would be rendered against him by default on or before the next Term; the same day was given to the said Thomas Morgan then &c.
And now here to wit, the second Tuesday in April Seventeen hundred and ninety nine, came again into Court the parties &c by their Attorneys &c and the said George Miller by his Attorney &c filed his Replication against the said Thomas Morgan in the following words to wit. Ann the said George by his Attorney &c saith that the said George by any thing by the said Thomas Morgan above by pleading alleged ought not to be precluded from having or maintaining his action &c thereof against him the said Thomas Morgan; because he saith that the said Thomas Morgan did not pay to the said George the said sum of money in the said Condition mentioned, to wit the sum of Current money, or any part thereof or any part of the interest thereon, according to the force form and effect of the said Condition, or in any manner whatsoever, as the said Morgan by pleading hath alleged; and this the said George prays may be inquired of by the Country &c, and the said Thomas Morgan in like manner.
And the said Thomas Morgan by his Attorney &c relinquishing the averment above by him pretended saith that he cannot deny the action &c, nor that he owes unto the said George Miller, the &c sum of ninety eight pounds fourteen shillings & three pence current money in manner and form as the said George Miller above against him hath complained. Therefore it is considered by the Court here that the said George Miller recover against the said Thomas Morgan as well the said sum of ninety eight pounds fourteen shillings and tenpence current money his debt &c in form &c acknowledged, as the quantity of eleven hundred & forty — pounds of Tobacco for his damages which he hath sustained, as well by reason of the detention of the said debt, as for his Costs and charges by him about his suit in this behalf expended; and the said Thomas Morgan in mercy &c. James Price &c.
Judgment was confessed in this action on the 13th April 1799 for Penalty and Debt to be released on the payment of principal, Interest & Costs, payments if any to be allowed, Stay of Execution till the next Term —

James Price Exor
William Trippe
— against —
John Nabb & Wm Barwick Exors Wm Barwick

Be it remembered that on the fifteenth day of January anno domini seventeen hundred and ninety eight Command was given to the Sheriff of Talbot County to take William Barwick late of Talbot County yeoman & John Nabb late of Talbot County yeoman Executors of the last Will and Testament of William Barwick late of the said County deceased, if they should be found in his Bailiwick and them safe keep, so that he might have their bodies before the Justices of our General Court to be held at Easton in Talbot County the second Tuesday of April then next to answer unto James Price Executor of the last Will and Testament of William Trippe late of the said County deceased in a plea of Trespass on the case &c — And that thereof he the said Sheriff should not fail at his peril, and should then and there have that writ —
At which said second Tuesday in April Seventeen hundred ninety eight

being the return day of the aforegoing writ, came into Court the said James Price Exor as &c by Thomas James Bullitt his Attorney, and the Sheriff of Talbot County, to whom the &c writ was directed made return thereof to the Court here thus endorsed, to wit "Ejus Corpus Edward &c Sheff Talbot County." And the said John Nabb & William Barwick Executors as &c being called to be called appeared in Court here by Arthur Hammond their Attorney; and defendes the force and injury when &c and prayed leave to imparle until the next Term and they had it the same day was given to the said James Price then &c. At which said next Term, to wit, the second Tuesday in September anno domini seventeen hundred and ninety eight, came again into Court the parties &c by their Attorneys &c, and the said James Price by his Attorney &c, filed his Declaration in the plea &c against the said Nabb & Barwick as follows to wit State of Maryland Eastern Shore Talbot County to wit William Barwick late of Talbot County yeoman and John Nabb late of Talbot County yeoman Executors of the last Will and Testament of William Barwick late of the said County deceased, was attached to answer unto James Price Executor of the last Will and Testament of William Trippe late of the said County deceased in a plea of Trespass on the case &c. And whereupon the said James Trippe by Thomas James Bullitt his Attorney complaining that whereas on the twentieth day of January in the year of our Lord Seventeen hundred ninety seven at the County &c the same William Barwick, the deceased in his lifetime was indebted to the said William Trippe in his lifetime in the sum of three hundred pounds current money of Maryland for divers goods wares & merchandizes by the same William Trippe in his lifetime, to the same William Barwick the deceased in his lifetime at his special instance and request then before that time sold and delivered; and so thereon indebted being the said William Barwick the deceased in his lifetime, in consideration thereof afterwards to wit, on the same day and year &c at the County &c upon himself assumed and unto the same William Trippe in his lifetime then and there faithfully promised to pay to the same William Trippe the &c sum of money whenever after he should be thereto required. And whereas also afterwards to wit, on the same day and year &c at the County &c the same William Trippe in his lifetime had at his like special instance and request of the said William Barwick the deceased in his lifetime then before that time sold and delivered to him the said William Barwick the deceased in his lifetime divers other goods wares & merchandizes to the same William Barwick the deceased in his lifetime in consideration thereof afterwards, to wit, on the same day and year &c at the County &c upon himself assumed and unto the same William Trippe in his lifetime then and there faithfully promised to pay to him the same William Trippe for the goods wares & merchandizes last mentioned as much current money of Maryland as the same goods wares & merchandizes last mentioned at the time of the sale and delivery thereof were reasonably worth whenever after he should be thereto required, and the said James Price in fact says that the goods wares & merchandizes last mentioned, at the time of the sale and delivery thereof were reasonably worth one other sum of three hundred pounds current money of Maryland to wit, at the County &c, of which the said William Barwick the deceased in his lifetime afterwards on the same day and year &c, at the County &c had notice. Nevertheless the said William Barwick the deceased in his lifetime, and the said John Nabb & William Barwick the Executors the several promises and assumptions &c of the said William Barwick the deceased in form &c made not regarding but minding & fraudulently intending the said William Trippe in his lifetime and the said James Price after the death of the said William Trippe within to deceive craftily and subtilly to deceive defraud the said several sums of money or any part thereof unto the said William in his lifetime or unto the said James Price after the death of the said William Trippe yet have not