and thereupon Nathaniel Manning brings here into Court the letters Testamentary of the said John Manning, whereby it sufficiently appears to the Court here that the said Nathaniel Manning is the Executor of the last Will and Testament of the said John Manning &c. and thereof hath the Administration &c.—
Thos S Bullitt for the Plff. pleads &c. John Doe & Richard Roe.—
And thereupon on motion of the said Nathaniel Manning by his Attorney &c. it was ruled by the Court, that the said Hugh Oram should answer to the Declaration &c. or before the next Term a Judgment would be rendered against him by default, the same day was given to the said Nathaniel Manning then &c. And now here to wit, the second Tuesday in April seventeen hundred and ninety nine comes again into Court the parties &c. by their Attorneys &c. and the said Hugh Oram by his Attorney &c. defends the force and injury when &c. and saith that he cannot deny the action &c. nor that he unjustly detains from the said Nathaniel Manning the &c. sum of three hundred and forty pounds current money in manner & 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 Hugh Oram as well the said sum of three hundred and forty pounds current money his debt &c. aforesaid &c. confessed; as the quantity of Six hundred thirty seven pounds & three pence for his Damages which he hath sustained 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 Hugh Oram in mercy &c. James Earle Jun. C.—
Judgment was confessed in this action on the 15th April 1799. for penalty & Costs. Not released on the payment of £144.8.0 and with Interest thereon from 15th April 1799 till paid & Costs. Stay of Execution till the next Term.—

John Hughes use of **Bennett Wheeler**

against

James Millis Junr.

Be it remembered that on the second day of March anno dominie Seventeen hundred & ninety eight Command was given to the Sheriff of Talbot County to take James Millis Junior late of Talbot County yeoman

for his Bail which he should be found and him safe keep so that he might have his body before the Judges from General Court, to be held at Easton in Talbot County the second Tuesday in April then next, to answer unto John Hughes of a plea that he render unto him the sum of three hundred & twelve pounds current money of Maryland which to him he owed & from him unjustly detained &c. and that he the said Sheriff should not fail thereof at his peril and should then and there have that writ. At which said second Tuesday in April anno dominie Seventeen hundred and ninety eight being the return day of the said writ, came into Court there John Hughes by Nicholas Hammond his Attorney, and the Sheriff of the County aforesaid wrote upon the said writ was duly made return thereof to the Court here then endorsed, to wit. "Cepi so says Edw. Coxe Shff Talbot County." and the said James Millis Junr. being called appeared in Court here by Thomas James Bullitt his Attorney, and thereupon on motion of the said John Hughes by his Attorney &c. it was ruled by the Court that the said James Millis Junr. should give special bail in this plea &c. whereupon John Harwood of Talbot County, Gentleman, came here into Court in his proper person and undertook for the said James Millis Junr. that in case the said John Hughes should recover Judgment against the said James Millis Junr. in this plea &c. or that the said James Millis Junr. should be thence legally convict that then the said James Millis Junr. should pay the condemnation of the Court thereupon or render himself to the prison and custody of the Sheriff of this County &c. in satisfaction thereof or that he the said John Harwood would do the same for him and the said James Millis Junr. by his Attorney &c. defended the force and injury when &c. and prayed leave to imparle until the second Tuesday September then next and he had it, the same day was given to the said John Hughes then &c. At which said second Tuesday in September seventeen hundred and ninety eight came again into Court the parties &c. by their Attorneys &c. and the said John Hughes by his Attorney &c. filed his Declaration against the said James Millis Junr. in this plea &c. as follows, to wit. The Eastern Shore of Maryland Talbot County, to wit. James Millis Junr. late of Talbot County yeoman was summoned to answer unto John Hughes of a plea that he render unto him the sum of three hundred and twelve pounds current money of Maryland which to him he owes and from him unjustly detains &c. And thereupon the said John Hughes by Nicholas Hammond his Attorney saith that whereas the said James Millis on the seventeenth day of December in the year seventeen hundred and ninety three at the County aforesaid by his certain writing obligatory which sealed with the Seal of the said James Millis the said John Hughes here in Court brings the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound unto the said John Hughes in the sum of Two hundred and twelve pounds current money to be paid to the said John Hughes or his Assigns when he the said James Millis should be thereto afterwards required & the payment whereof the said James Millis did bind himself firmly by the same writing. Nevertheless the said James Millis all the time thereto required the sum of money aforesaid or any part thereof to the said John Hughes yet hath not paid but the same doth now to pay doth altogether refuse & still doth refuse to the damage of the said John Hughes in the sum of three hundred pounds current money, and therefore he brings this Suit &c. N. Hammond for Plff. Jno. Doe R. Roe pledge. The writing obligatory whereof mention is made in the aforegoing Declaration ensues as follows to wit.— Talbot County to Know all men by these presents that we James Millis Junr. & Orson Turner of Talbot County are held and firmly bound unto John Hughes his certain Attorney Executors Administrators and Assigns in the full and just sum of two hundred and twelve pounds current money of Maryland to be paid to the said John Hughes, his certain Attorney Executors Administrators or Assigns; to the which payment well and truly to be made and done we bind ourselves our Executors & Administrators jointly and severally firmly by these presents Sealed with our Seals and dated this seventeenth day of December in the year of our Lord seventeen hundred and ninety three. The Condition of the above Obligation is such that if the above bounden James Millis Junr. his heirs Executors or Administrators do well and truly pay or cause to be paid to the said John Hughes his certain Attorney Executors Administrators or Assigns the full and just sum one hundred six pounds & eleven pence current money with legal Interest for the same, then the above Obligation to be void else to be in full force and virtue in law.— James Millis jun. (Seal) Orson Turner (Seal)
Signed, Sealed & delivered in presence of Stanley Byers Jun.
On the back of the said Bond were the following Endorsements, to wit.—
I do hereby assign all my right, title and Interest of the within Bond to Bennett Wheeler or his Order. August 28. 1797 John Hughes (Seal)
I do hereby assign all my right, title and Interest of the within Bond to