to be made and levied of the proper goods and chattels of the said Nabb & Barwick; and the said Nabb and Barwick in mercy &c. James Earle Clerk

Judgment was confessed in this action on the 19th April 1799 for Damages & Costs: To be released on the payment of principal Interest & Costs. Payments if any to be allowed. Stay of Execution till the next Court — subject nevertheless to the following Agreement. It is agreed that the Judgment in this case shall not render the Defendants liable for more than a first dividend of the Assets on hand and such as may hereafter arise according to a due course of Administration —

Mordecai Skinner use of **Samuel Beckwith & Henry Beckwith** against **Henry Elbert**

Be it remembered that on the fourth day of April seventeen hundred and ninety eight a Commission was given to the Sheriff of Talbot County, to take Henry Elbert late of Talbot County yeoman if he should be found in his Bailiwick. Then say he keep so that you have their bodies before the Judges of our General Court, to be held at Easton the second Tuesday in April then instant, to answer unto Mordecai Skinner of a plea that he render unto him the sum of One hundred and fifty six pounds current money of Maryland which to him he owes & unjustly detains &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 and ninety eight being the return day of the writ, came into Court the said Mordecai Skinner by Nicholas Hammond his Attorney and the Sheriff of Talbot County &c. to whom the same writ was directed made return thereof to the Court here thus indorsed to wit. "Cepi so answers Edw. Roberts Sheriff." And the said Henry Elbert being called appeared in Court by Thomas Bullitt his Attorney, and thereupon on motion of the said Mordecai Skinner by his Attorney &c. the said Henry Elbert was ruled to give special bail in the plea &c. whereupon Samuel Elbert of Talbot County, Gentleman, came here into Court in his proper person & undertook for the said Henry Elbert, that in case the said Mordecai Skinner should recover Judgment against the said Henry Elbert in the plea &c. or that the said Henry Elbert should be therein legally convicted, that then the said Henry Elbert should pay the condemnation of the Court thereupon, or render his body to the custody of the Sheriff of Talbot County &c. in satisfaction thereof, or that the said Samuel Elbert would do the same for him. And the said Henry Elbert by his Attorney his Attorney &c. defends the force and injury when &c. and prays leave to imparle until the next Term and he had it therefore day was given to the said Mordecai Skinner then &c.

At which said next Term, to wit, the second Tuesday in September seventeen hundred and ninety eight, came again into Court the parties &c. by their Attorney &c. and the said Mordecai Skinner by his Attorney &c. declared against the said Henry Elbert in the plea &c. as follows to wit. Eastern Shore of Maryland Talbot County to wit. Henry Elbert late of Talbot County yeoman, was summoned to answer unto Mordecai Skinner of a plea that he render unto him the sum of One hundred and fifty six current money of Maryland which to him he owes and unjustly detains &c. And whereupon the same Mordecai Skinner by Nicholas

Hammond his Attorney saith that whereas the said Henry Elbert on the tenth day of December in the year seventeen hundred and ninety four, at the County &c. by his certain writing obligatory, which sealed with the seal of the said Henry Elbert, the said Mordecai Skinner here into Court brings the date whereof is the same day and year &c. acknowledge himself to be held and firmly bound unto the said Mordecai Skinner in the sum of One hundred and fifty six pounds current money; to be paid to the said Mordecai Skinner or his Assigns when he the said Henry Elbert should be thereto afterwards required. To the payment whereof the said Henry Elbert did bind himself firmly by the same writing. Nevertheless the said Henry Elbert, altho' often thereunto required, the sum of money &c. or any part thereof to the said Mordecai Skinner yet hath not paid, but the same to him to pay hath hitherto altogether refused and still doth refuse to the damage of the said Mordecai Skinner in the sum of two hundred pounds, current money, and therefore he brings this suit &c. Nich. Hammond p. pl. John Doe & Richd. Roe pledges &c.

The writing obligatory above mentioned mentioned as follows, to wit.

Know all men by these presents, that I Henry Elbert of Talbot County and State of Maryland, am held and firmly bound unto Mordecai Skinner of the County and State &c. in One hundred and fifty six pounds of good and lawful money of the State &c. to be paid to the said Mordecai Skinner or his certain Attorney his Executors Administrators or Assigns; to which payment well and truly to be made, I bind myself my Heirs Executors and Administrators firmly by these presents. Sealed with my Seal dated this tenth day of December, One thousand seven hundred & ninety four. The condition of this Obligation is such that if the above bound Henry Elbert his heirs, executors or administrators do and shall well and truly pay or cause to be paid unto the above named Mordecai Skinner his executors administrators or assigns the full and just sum of seventeen eight pounds of good and lawful money &c. with legal Interest for the same, then this Obligation to be void, or otherwise to be & remain in full force and virtue. Henry Elbert (Seal)

Sealed and delivered in the presence of Foster J. Meredith.

On the back of the &c. Bond were the following, endorsements, to wit.

I hereby make over over and transfer unto John Lebompte his Heirs Heirs or assigns all my right, title claim or demand of the written Bond for value received. Witness my hand and seal this 12. day of December 1797. Witness W. Meredith. Mordecai Skinner

I hereby make over and assign all my right, title claim and demand of the written bond assigned to me by Mordecai Skinner to Samuel Beckwith & Henry Beckwith for value received of them. Witness my hand this 15th day of January 1798. Test Sere. Colston — John Lebompte (Seal)

And thereupon on motion of the said Mordecai Skinner by his Attorney &c. it was ruled by the Court, that the said Henry Elbert should answer to the Declaration &c. or Judgment would be rendered against him by default, on or before the next term; the same day was given to the said Mordecai Skinner then &c. And now here to wit, the second Tuesday of April seventeen hundred and ninety nine, comes again into Court the parties &c. by their Attorney &c. and the said Henry Elbert by his Attorney, &c. defends the force and injury when &c. and prays an hearing of the writing obligatory &c. and it is read to him in these words following, to wit