and from him he unjustly detains and so forth. And whereupon the same Barney by Robert Wright his Attorney, saith that whereas the ap Thomas on the twentyninth day of March one thousand seven hundred and ninety eight at the County ap by his certain writing obligatory, had granted himself to be held and firmly bound to the same Barney in the ap sum of three hundred and twenty pounds seventeen shillings & four pence current money of Maryland to be paid unto the same Barney when afterwards he the said Thomas should be thereto required. Nevertheless the same Thomas at the often requested, the ap sum of three hundred and twenty pounds seventeen shillings and four pence to the same Barney yet hath not paid but that unto him to pay always hitherto hath refused and still doth refuse to the damage of the same Barney five hundred pounds current money as ap, and therefore he brings Suit and so forth. And he brings here into Court the writing obligatory ap, sealed with the seal of the said Thomas which the Debt ap in form ap testifies the date of which is the same day and year aforesaid and so forth. R Wright for Plff. pledges &c John Doe & Richd. Roe —

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

Know all men by these presents that I Thomas Wilkins of Kent County, Maryland am held and firmly bound unto Barney Course, Merchant, of Chester Town, Maryland in the full and just sum of three hundred and twenty pounds, seventeen shillings and four pence current money of Maryland; to be paid unto the said Barney Course or to his certain Attorney, Executors, Administrators or Assigns. To which payment well and truly to be made and done I bind myself my Heirs Executors & Administrators firmly by these presents. Sealed with my seal and dated this twenty eighth day of March one thousand seven hundred and ninety eight — The Condition of the above Obligation is such, that if the above bounden Thomas Wilkins his Heirs, Executors Administrators, or any of them, shall and do well and truly pay or cause to be paid, unto the above mentioned Barney Course or to his certain attorney, Executors, Administrators or assigns, the full and just sum of One hundred and sixty seven pounds eight shillings and eight pence current money as ap, with legal Interest thereon from the date hereof without any fraud, or delay Then this Obligation to be void & of none effect, else to remain in full force and virtue in law — Sealed & delivered in the presence of Geo: Austin. Thomas Wilkins (Seal)

Copies of which said Declaration & Bond were made and sent with the Writ in the plea ap. And now here to wit, the second Tuesday in April seventeen hundred & ninety nine, being the day for the return of the ap writ, comes into the General Court here the said Barney Course by his attorney ap and the Sheriff of Kent County ap, to whom the same writ was directed makes return thereof to the Court here thus indorsed, to wit. "Cepi. B Waters Shff Kent County." And the said Thomas Wilkins being called appears in Court here by John Scott his attorney and defends the force and injury when &c, and saith that he cannot deny the action ap nor that he owes unto the said Barney Course the ap sum of three hundred and twenty pounds seventeen shillings and four pence current money in manner and form as the said Barney Course above against him hath complained. Therefore it is considered by the Court here that the said Barney Course recover against the said Thomas Wilkins, as well the said sum of three hundred & twenty pounds

seventeen shillings and four pence current money his Debt ap in form ap confessed, as the quantity of five hundred and ninety five pounds of Tobacco, for his Costs and Charges by him about his suit in this behalf laid out & expended. and the said Thomas Wilkins in mercy &c. &c. James Earle Junr. Clk.

Memorandum. Judgment April 9th 1799. for penalty & costs. To be released on payment of principal Interest & costs payments if any to be allowed. Stay till April Term 1800. —

Mr William S. Bond, Admor of Mapsey Fountain a ptff. Jacob Seth, vs James Corrie, Admor. of John — against Mr Thomas Hicks — n —

Be it remembered, that on the seventh day of March seventeen hundred and ninety nine Command was given to the Sheriff of Caroline County, to attach Thomas Hicks late of Caroline County, Miller if he shall be found in your Bailiwick and him safe keep, so that he might have his body before the Judges of our General Court to be held at Easton, in Talbot County, the second Tuesday of April then next to answer unto William Stobert Bond, Administrator of all and singular, the Goods & Chattels, Rights and Credits which were of Mapsey Fountain, deceased, the ap plaintiff according to the act of Assembly in such case made and provided of a certain Jacob Seth, of a plea that he render unto him the sum of eleven hundred pounds current money of Maryland which from him the said William Stobert Bond he unjustly detains &c. and so forth. And that he should then and there that writ. — And now here, to wit, the second Tuesday in April seventeen hundred and ninety nine, being the day for the return of the ap writ comes into the General Court here the said William S. Bond, Administrator as ap, by Nicholas Hammond his Attorney, and the Sheriff of Caroline County ap, to whom the same writ was in form ap directed makes return thereof to the Court here, thus endorsed, to wit. "Cepi Dekar Thompson Shff." And the said Thomas Hicks being called appears in Court here in his own proper person. And thereupon the said William S. Bond by his Attorney ap, declares against the said Thomas Hicks in the plea ap as follows, to wit. The Eastern Shore of Maryland Caroline County, to wit. Thomas Hicks late of Caroline County, Miller was summoned to answer unto William Stobert Bond, Administrator of all & singular the Goods and Chattels rights & Credits which were of Mapsey Fountain deceased the Assignee, according to the Act of Assembly in such case made & provided, of a certain Jacob Seth of a plea that he render unto him the sum of eleven hundred pounds current money of Maryland which from him the said William Stobert Bond he unjustly detains &c. And whereupon the said William S. Bond by Nicholas Hammond his Attorney saith that whereas the said Thomas Hicks on the seventh day of March in the year seventeen hundred and ninety seven at the County ap by his certain writing obligatory which sealed with the seal of the said Thomas Hicks the said William S. Bond here into Court bring, the date whereof is the same day and year ap acknowledged himself to be held and firmly bound unto the said Jacob Seth, in the ap sum of eleven hundred