

And whereas the said Smith by William Bayard his Attorney says that whereas the said Cnelius Ward and Cnelius Ward on the twenty fifth day of December in the year of our said One thousand Seven hundred fifty six at Somerset County by his certain bill Obligatory sealed with the seal of the said Cnelius Ward and Cnelius Ward and to the said Court have shown the date wherefor the same day and year Acknowledged themselves to be indebted unto the said Smith Attorney in the sum of fifty Two pounds and Eight Shillings of Money of Maryland to be paid unto the said Smith Attorney when they the said Cnelius Ward and Cnelius Ward should be thereto afterwards Required and to the said Payment well and truly to be made the said Cnelius Ward and Cnelius Ward by the said bill firmly bound themselves their heirs &c. and Adors in the said sum of One hundred and four pounds and sixteen Shillings of Money of Maryland and the said Smith in full says that he afterwards sent the said day and year of at the County of said Require the said Cnelius Ward and Cnelius Ward to pay unto him the said Smith the sum of fifty Two pounds and Eight Shillings of Money of Maryland according to the form and Effect of the said bill which they both then and there altogether Refused whereby Action hath accrued to the said Smith to demand and have of the said Cnelius Ward and Cnelius Ward the said One hundred and four pounds and sixteen Shillings of Money of Maryland Nevertheless the said Cnelius Ward and Cnelius Ward (altho' after Required the said One hundred and four pounds and sixteen Shillings of Money of Maryland have not as yet unto the said Smith Attorney paid nor hath either of them the same unto him paid but that they both together with the said Cnelius Ward and Cnelius Ward have Refused and still do and each of them do the Refuse and Neglect to pay whereas the said Smith Attorney says he is there and hath Damages to the Value of One hundred and four pounds and sixteen Shillings of Money of Maryland and therefore brings his Suit and Sift

Edw. V. J. De. P. Q.

And the said Cnelius Ward Cnelius Ward by their Attorneys of Pleas and Defense Refuse saying when the said Court pray Leave thereof to Judge hereunto. All next Court to be held at Business Ann Ten the third Tuesday of November then next following and they have it and the said day is given to the said Smith here also. At which day here come as well the said Smith Attorney as the said Cnelius Ward Cnelius Ward by their Attorneys of Pleas and Defense Refuse saying when the said Court pray further Leave thereof to Judge hereunto. All next Court to be held at Business Ann Ten the third Tuesday of March then next following and they have it and the said day is given to the said Smith here also.

At which day here come as well the said Smith Attorney as the said Cnelius Ward Cnelius Ward by their Attorneys of Pleas and Defense Refuse saying when the said Court pray further Leave thereof to Judge hereunto. All next Court to be held at Business Ann Ten the third Tuesday of June then next following and they have it and the said day is given to the said Smith here also.

At which day here come as well the said Smith Attorney as the said Cnelius Ward Cnelius Ward by their Attorneys of Pleas and Defense Refuse saying when the said Court pray further Leave thereof to Judge hereunto. All next Court to be held at Business Ann Ten the third Tuesday of August then next following and they have it and the said day is given to the said Smith here also.

At which day here come as well the said Smith Attorney as the said Cnelius Ward Cnelius Ward by their Attorneys of Pleas and Defense Refuse saying when the said Court pray further Leave thereof to Judge hereunto. All next Court to be held at Business Ann Ten the third Tuesday of August then next following and they have it and the said day is given to the said Smith here also. The said Cnelius Ward Cnelius Ward say that they cannot deny the Action of the said Smith Attorney for that the Writing Obligatory of the said Cnelius Ward Cnelius Ward is not but that they owe the said Smith Attorney the said One hundred and four pounds and sixteen Shillings of Money of Maryland and for as the said Smith Attorney says that he is there and hath Damages to the Value of One hundred and four pounds and sixteen Shillings of Money of Maryland and therefore brings his Suit and Sift

Edmond was given to the Sheriff of Somerset County that he should take William Nader late of Somerset County Planter otherwise called William Nader of Somerset County in the Province of Maryland Planter if he should be found in the