

March Court 1776

At which said next Court viz the twenty first day of August the same year last mentioned the day of return of said writ came William Frisby Gent High Sheriff of said County and made return thereof in these words thereon endorsed as follows viz

At which said Court viz the twenty first day of August the same year after came the said Deft in his proper person and appeared to the above said Action and prayed Liberty thereof to impare thereto and to answer at next Court which was granted the same day was given of Jtts also

At which said Court viz the twentieth day of Novemb. 4 year after the same cause was continued until next Court

At which said next Court viz the nineteenth day of March 4 year after came the said Jtts by Thomas Downe his atty and declares as follows viz

Kent County Maryland vs Daniel Donahoe of Kent County planter. Plends attached to answer unto Matthias Van bobber of a plea of Trespass on Jtts Case. And whereupon of said Jtts by Thomas Downe his atty complains for that whereas of said Deft. of Seventh day of February Anno Domini Seventeen hundred and eleven at S. Pauls parish in Kent County in Jtts Jurisdiction of this Court had accounted with of said Jtts of Divers Sums of money to of said Jtts by the said Deft before that time owing & unpaid and upon that accounting the same Deft was found in arrearage toward the same Jtts in the sum of three pounds two Shillings and eight pence Current money of Maryland and so in arrears being found the said Deft in Consideration thereof afterwards viz the same day and year after at the parish after in the County and Jurisdiction of Dupon himself appeared and to the said Jtts then and there faithfully promised that he the said Deft the said three pounds two Shillings & eight pence to the said Jtts when thereunto afterwards required would well & truly pay & Content and that whereas also the said Deft afterwards Anno Domini Seventeen hundred & twenty days of

at y Parish after in y County after in the Jtts Jurisdiction in Consideration that the said Jtts at y Special Justice and request of of said Deft had sold and delivered to of said Deft to y use and profit of of said Deft the goods and Merchandises in an Account thereof ready to be produced in Court set forth upon himself appeared and to the said Jtts then and there last mentioned faithfully promised that he of said Deft so much Current money of Maryland as of said Goods & Merchandises sold & delivered as after at the time of the Sale and delivery thereof at reasonable rates & values were worth and amounted to unto the said Jtts when thereunto required would well & truly pay & Content and the said Jtts in deed saith that the said goods & Merchandises sold and delivered as after at the time of the Sale & delivery thereof at reasonable rates & values were worth and amounted to the sum of twelve Shillings and six pence Current money of Maryland in Manner as in the said Account set forth of which the said Deft then and there last mentioned had notice never the less of said Deft his severall promises and assumptions after in form of made little regarding but fraudulently intending of said Jtts in that behalf of of several Sums.