

And twenty nine at Somerset County aforesaid and before the making of the writing Obligatory aforesaid the said John Videll was in the Custody of the said Sheriff by force and Virtue of a Writ of the Right Honourable the Lord Proprietary of this Province issued out of the high Court of Chancery of this Province by which writ the said Lord Proprietary did command the said Sheriff to take the aforesaid John Videll if he should be found within his Bailiwick and him safe keep till he the said John Videll should give good and sufficient Security that he the said John Videll should not depart this Province of Maryland to the Damage of the said John Tunstall and the aforesaid John Videll being so as aforesaid in the Custody of the said Sheriff the aforesaid Hugh did accept of and take the aforesaid writing Obligatory to indemnify and secure the said Sheriff from all Damages which the said Sheriff might sustain by reason of the premises without this that the writing Obligatory aforesaid was made for the Ease and favour of the said John Videll and no other Cause whatsoever as the said Thomas in his plea aforesaid hath alleged and this he is ready to verify whereupon the aforesaid John Tunstall assignee of the said Hugh Porter prays Judgment and his Debt aforesaid together with his Damages by reason of detaining that Debt to him may be adjudged and as to the second matter by the aforesaid Thomas Fletcher above in barr pleaded the aforesaid John Tunstall assignee of the said Hugh Porter says that the plea aforesaid of the said Thomas Fletcher in that part in manner and form aforesaid pleaded and the matter therein contained are not sufficient in Law to preclude the said John Tunstall assignee of the said Hugh Porter from having and maintaining his Action aforesaid against him the said Thomas Fletcher and that he the said John Tunstall assignee as aforesaid of the said Hugh to the plea aforesaid of the said Thomas in that part as above pleaded hath no need nor by the Law of the Land is he held to answer and this he is ready to verify whereupon for want of a sufficient plea in that part the said John Tunstall assignee as aforesaid of the said Hugh prays Judgment and his Debt aforesaid together with his Damages by reason of detaining that Debt to him to be adjudged and the said Thomas Fletcher protesting that there is a Variance between the writing Obligatory aforesaid and the Original Writ thereon impetrate by means whereof that Writ ought to abate protesting likewise that the Replication aforesaid and the matter therein contained are altogether insufficient in Law and that he thereto hath no need or by the Law of the Land is in any sort held to answer for Rejoinder Nevertheless the said Thomas to the Replication of the same John Tunstall assignee as aforesaid as to the first matter by the same Thomas above pleaded saith that the said John Tunstall assignee as aforesaid his Action aforesaid against him to have and maintain ought not because he saith that the said John Videll in the writing Obligatory above mentioned at the time of the making the writing Obligatory aforesaid at Somerset County aforesaid was under the Custody of the said Hugh Porter as Subsheriff of the same County by Virtue of his Lordship's Writ of *Capias ad Satisfaciendum* prosecuted by a certain William Beekingham