

Thereupon a certain John Dennis J^d of Somerset County Gent. present herein Court in his proper person undertakes for the said Jonathan Sturgis according to act of assembly that in case the said Joseph Gabey do at any time within a Year and a day appear and make all or any part of the said Jonathan Sturgis's claim against him to be satisfied or otherwise to be undue before the laying of the attachment off that then the said Jonathan Sturgis shall make restitution unto him the said Joseph Gabey of all or such part thereof as shall be made appear to be undue &c. — or that he the said John Dennis J^d. will do the same for him &c. —

Therefore it is considered by the Court here that the a^{ft}. Sum of three pounds three Shillings and four pence current money so as a^{ft}. attached be condemned in the hands of the said John Driggers as of the rights and credits of the said Joseph Gabey towards satisfying unto the said Jonathan Sturgis his damages and all Costs and Charge accruing by means of the attachment a^{ft}. and that the said Jonathan Sturgis have thereof Execution against the said John Driggers according to act of assembly &c. —

Com^t. Comfort Jenkinson
vs
H^{eb}. Heber Whittingham.

Somerset's Heber Whittingham late of Somerset County Gent.ⁿ was attached to answer to Comfort Jenkinson of plea of trespass upon the case &c.

And whereupon the said Comfort by George Douglas her attorney complains that whereas the aforesaid Heber on the first day of may Anno Domⁱ Seventeen hundred & thirty three at Somerset County aforesaid within the Jurisdiction of this Court was indebted to the said Comfort in the sum of twenty one pounds twelve Shillings & six pence current money of Maryland for sundry services by the said Comfort at the request of the said Heber for the said Heber before that time done & performed & plank sold & delivered as by an account thereof herein Court more fully may appear & the said Heber being so thereof indebted on consideration thereof upon himself did assume & to the said Comfort then & there faithfully promise that he the said Heber the aforesaid sum of twenty one pounds twelve Shillings & six pence when he should be afterwards thereunto required to the aforesaid Comfort would well & faithfully content & pay and altho' the aforesaid Heber hath paid to the said Comfort the sum of nine pounds sixteen Shillings & eleven pence part of the aforesaid twenty one pounds twelve Shillings & six pence Nevertheless as to eleven pounds fifteen Shillings & seven pence Residue of the aforesaid twenty one pounds twelve Shillings & six pence the aforesaid Heber his promise (and