

(477)

August Court Anno Domini 1719

Attorneys with that whereas the a^r William Howard the Sixteenth day of September in the year of our Lord Seventeen Hundred and forty seven at Charles County a^r by his certain Writing Obligatory granted himself to be held to be held unto the same Philip Key on the a^r Sum of Thirty Two pounds Ten Shillings Current Money to be paid to the same Philip when afterwards he should be thereto required yet that William Howard often required the a^r Sum of Thirty Two pounds Ten Shillings a^r Money hath not paid but the same to pay hitherto hath refused and still doth refuse to the damage of the said Philip Thirty Two pounds Ten Shillings Current Money and therefore suit is brought and so forth and he brings into Court the Writing Obligatory a^r which the debt for is laid inform aforesaid Testifies whose date is the day and year aforesaid and so forth — Plaintiff's Case No. 1

And whereupon the same William Howard by his attorney comes and defends the same and prays a hearing of the Writing Obligatory a^r and it is read unto him and he also prays a hearing of the condition of the same Writing and it is read unto him in these words to wit. The condition of the above Obligation is such that if the above named Howard do and shall well and truly pay unto the above named Philip Key his Ex^r Adm^r for a sum of sixteen pounds four Shillings Current Money with L^r and full interest thereon then the above Obligation to be void else to stand in full force and virtue in Law & Whereupon into Court here in their proper persons came Thomas Coleman & John Hanson Jr. of Charles County Planters and becomes pledge and security for the said William that if it should happen the said William or his heirs a^r should be Convi^ted that then the said Thomas & John & others and granted that as well the debt as all damages costs and charges relate to the said Philip in this part should be adjudged of their hands and chattels should and might be seized to and for the use of the said Philip that if it should happen the said William the debt damages and costs a^r to the said Philip should not pay or his body into the custody of the Sheriff by reason thereof render. And therefore said William in his proper person comes and defends the same and Injury wherein he and saith that he cannot deny the action a^r of him the said Philip nor but that he owes to the said Philip the sum of Thirty Two pounds Ten Shillings Current money as the said Philip above in deposing supposes & whereupon the said Philip by his attorney a^r pray Judgment of his a^r abt a^r above acknowledged together with his damages Costs and Charges by him about his suit in this Part laid out and expended to him to be adjudged Therefore it is considered by the Court here that the said Philip do recover against the said William his debt a^r to Thirty Two pounds Ten Shillings above abovemented and also the sum of Two Hundred and Sixty Eight pounds and one Quarter of a pound of tobacco for his damages Costs and Charges by him about his suit in this part laid out and expended on his a^r a^r Dismised by the Court here adjudged and the said William Howard in money £6 —

Philip Key v. Debt

vs William Compton } Judgment & Execution

Maryland Charles County vs. William Compton late of Charles County planter otherwise called William Compton was summoned to answer unto Philip Key of aplea that he hinder unto him the sum of three thousand two hundred and eighty two pounds of tobacco which to him he owes and from him unjustly retains. And Whereupon the same Philip Key by Thomas Clark his attorney saith that whereas the aforesaid William Compton the Eighteenth day of July in the year of our Lord Seventeen Hundred and forty Seven at Charles County a^r by his certain Writing Obligatory granted himself to be held & firmly bound unto the same Philip Key on the a^r Sum of Three Thousand Two Hundred & Eighty Two pounds /