Lord one thousand eight hundred and four, comes again into the General Court here as well the said George Rutter by Roger Brooke Taney his Attorney, as the said Abraham Boyer by Arthur Shaaff and Roger Nelson his Attornies; Whereupon comes here into Court Daniel Clarke Esquire the security for Costs of the said George Rutter and by consent of the said Abraham Boyer and at the request of the said George Rutter the said Daniel Clarke is exonerated and discharged from being security for costs for him the said George Rutter And thereupon comes into Court here Roger Brooke Taney of Frederick County aforesaid Esquire, and undertakes for the said George Rutter that if the said George Rutter in the plea aforesaid, shall be nonsuited, or from maintaining his Action aforesaid shall be precluded, then the said George Rutter shall pay unto the said Abraham Boyer all such Costs and charges by him about his defence in this part sustained, which shall be adjudged unto the said Abraham Boyer by the Court here or that he the said Roger Brooke Taney will do the same for him; Thereupon further process of and upon the premises aforesaid; between the parties aforesaid, by consent of the said parties, and their Attornies aforesaid, and by order of the Court here thereon, is further continued until the second Tuesday of May next.

At which said second Tuesday of May being the fourteenth day of the said Month in the year of our Lord one thousand eight hundred and five comes again into the General Court here as well the said George Rutter by his Attorney last aforesaid, as the said Abraham Boyer by his Attorney aforesaid. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attornies aforesaid and by order of the Court here thereon, is further continued until the second Tuesday of October

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next.

And now at this day, to wit, the said second Tuesday of October, being the Eighth day of the said Month, in the year of our Lord one thousand eight hundred and five, comes again into the General Court as well the said George Rutter by his Attorney aforesaid, as the said Abraham Boyer by his Attornies aforesaid; And the said Abraham Boyer by his Attornies aforesaid; relinquishing the averment aforesaid, above by him pretended, says, that he cannot deny the action aforesaid of the said George Rutter so as aforesaid against him brought, nor but that he owes to the said George Rutter the said sum of six hundred and fifty pounds Current Money in manner and form aforesaid, as the said George Rutter above against him hath declared;

Therefore it is considered by the Court here, that the said George Rutter recover against the said Abraham Boyer as well the sum of six hundred and fifty pounds Current Money, his debt aforesaid, in form aforesaid, as confessed, as also the quantity of Thirteen hundred and twelve pounds, pounds of Tobacco, by the Court here unto him the said George Rutter, on his assent adjudged, for his damages which he hath sustained, as well by reason of the detention of the said debt, as for his costs and charges by him about his suit in this behalf laid out and expended; And the said Abraham Boyer in mercy and soforth.

Memorandum. Judgment rendered in this cause on the twelfth day of October in the year of our Lord one thousand eight hundred and five, for the sum of six hundred and fifty pounds Current Money Debt, the penalty of the Bond and costs of suit; To be released on payment of Three hundred and twenty five pounds Current Money with Interest thereon from the first day of May one thousand seven hundred and ninety eight till paid and costs. Plaintiff acknowledges the following payments, to wit, 1st. Septr. 1798 a note received on Jeremiah Chaney for £20. 0. 0 Current Money; 22nd May 1799

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