tition of Assembly entitled "An act to provide for the organization and regulation of the Courts of Common Law in this State and for the administration of Justice therein" received and Continued until the next Court to be holden in Baltimore County comes here into the said County Court of Baltimore County as well the said Lewis Pascault by Samuel Chase Junior and Philip B Key his attorneys as the said Archibald Stewart by Walter Dorsey his attorney. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorneys and by order of the Court here thereon is further continued until the first tuesday of October next.

At which said first tuesday in October in the year of our Lord one thousand eight hundred and six come again into the County Court here the parties aforesaid by their attorneys aforesaid; thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorneys and by order of the Court here thereon is further continued until the fourth monday in March next.

And now here at this day towit the aforesaid fourth monday in March in the year of our Lord one thousand eight hundred and seven come again into the County Court here the parties aforesaid by their attorneys aforesaid whereupon for trying the Issues aforesaid it is ordered by the Court here that twenty persons from the pannel of Jurors returned to the Court here by the Sheriff of the County aforesaid be drawn by ballot according to the act of Assembly in such case made and provided and thereupon the twenty persons being so drawn by ballot and written upon two lists one of which said lists is delivered to the Counsel for the respective parties and the Counsel for each of the said parties having stricken out four persons from the said list the remaining twelve persons being called come towit James Clarke Joseph S Coulson John G Proud Amos A Williams James Gunn Henry Wilson Williams McDonald Thomas Hollingsworth Thomas Hillen David Winchester James Hindman and James Edwards who being empannelled and sworn to say the truth in the premises upon their oath do say that the said Archibald Stewart did assume upon himself and promise in manner and form as the said Lewis Pascault above against him complains and they assess the damages of the said Lewis Pascault by reason of the non performance of the promise and assumption aforesaid to the sum of eighteen thousand nine hundred and seventy one dollars and ten cents Current money -

Therefore it is considered by the Court here that the said Lewis Pascault recover against the said Archibald Stewart as well the said sum of Eighteen thousand nine hundred and seventy one dollars and ten cents Current money by the Jurors aforesaid in form aforesaid assessed for his damages which he hath sustained by reason of the non performance of the promise and assumption as aforesaid as the sum of twenty seven dollars and twenty seven cents Current money by the Court here adjudged unto the said Lewis Pascault for his costs and charges by him about his suit in this behalf laid out and expended and the said Archibald Stewart in mercy and so forth.

Memorandum before the Jurors aforesaid withdrew from the bar of the Court here the said

said Archibald Stewart by his attorney aforesaid tendered to the Court here his bill of Exceptions and which was by the Court here signed and sealed and is in form following towit.

Lewis Pascault against Archibald Stewart } At the trial of this cause the Plaintiff by his Counsel to support the issue on his part gave in evidence to the Jury that a certain Aquilla Brown Junior being a merchant residing and carrying on Commerce at Baltimore in this State did by the name of A Brown Junior make at Baltimore aforesaid a bill of exchange on Anthony Mangin of London by the name of A Mangin London in favor of and payable to the Defendant by the name of Archibald Stewart which bill with the several indorsements thereon the Plaintiff produced and read in evidence to the Jury in the following words and figures -

15th June

Baltimore the 25th January 1802. For £ 500. 0. 0 Sterling

At sixty days sight pay this my second of exchange first third and fourth of same tenor and date not paid to the order of Mr. Archibald Stewart six thousand five hundred pounds sterling value received which place to account of.

To Mr. A Mangin
H A & 2d London.
11 9 390.

A. Brown Jr.
S/ B A 13 April 1802
Dup 7/6 S/ B A 15 June 1802

Which said bill of Exchange was thus endorsed towit.

Pay to order of L Pascault
Arch. Stewart

Pay to George Simpson Cashier or order
L Pascault

Pay to order of Mess Francis Baring & Co
G Simpson Cashier

He also gave in evidence to the Jury that the said bill was made by the said Aquilla Brown for the sole purpose of being discounted to raise money for his the said Brown's use and that for enabling him so to do the Defendant at the request of said Aquilla Brown and for the sole purpose of enabling him to raise money thereon but without any other Consideration did indorse the said bill in blank by the name of Archibald Stewart in his own proper hand writing on the same day on which the said bill bears date and immediately delivered it back so endorsed to the said Brown but at that time had no knowledge or information that the said bill was to be afterwards endorsed by the Plaintiff or that Brown intended to apply to the said Plaintiff to endorse the said bill and further gave in evidence to the Jury that the said Aquilla Brown after receiving back the bill so endorsed by the Defendant carried it on the same day to the Plaintiff and requested him to endorse said bill after the Defendant for the purpose of giving it further credit and of thereby enabling the said Brown to raise money on it for his own use and benefit that the Plaintiff in compliance with this request and for the purpose of giving additional credit to said bill and to enable the said Brown to obtain money thereon for his own use

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