Joseph Dyson, Thomas Posey, John Hungerford, and Barton Hungerford who to speak the Truth upon the premises being duly Elected Tried and Sworn do say that the said William McPherson hath paid to the aft. Dugall Buchanan and Company the Debt Damages Costs and Charges aft. in manner and form as the said William McPherson above in his pleading alledges, Whereupon the said William McPherson by his attorney aft. prays Judgment of and upon the verdict of the Jurors aft. in form aft. found for him to be given Therefore it is Considered by the Court here that the said Dugall Buchanan & Company take nothing for their writ aft. but that they and their pledges of prosecuting be in Mercy &c. and that the said William McPherson thence go without Day &c. It is likewise Considered by the Court that the said William Recover against the said Dugall Buchanan & Company the Sum of Five hundred and fifty nine pounds of Tobacco for his Costs and Charges by him about his Defence in this behalf sustained on his agreement by the Court here adjudged according to the form force and Effect of the Statute in such Cases made and provided and that the said William have thereof Execution &c. The Council for the Plaintiffs produced to the Court here and before the Jury retired from the Bar the following Bill of Exceptions to wit

Dugall Buchanan & Company } Scire fa. plea payment
William McPherson } replication non payment & Issue

On the Trial of this Issue the Council for the Defendant on the Defendants part produced as his Only Evidence the following writing Viz.

October 2d 1756 Memorandum of agreement between William McPherson of Charles County planter and Hugh Mitchell of said County merchant whereas the said Hugh Mitchell obtained a Judgment for a Certain Sum of Tobacco and Damages last March Court in the aforesaid County thereon William McPherson agrees that the Tobacco due and Damages shall be reduced to Sterling money at the rate of Ten Shillings Sterling &c. and the aft. Hugh Mitchell agrees that he will take Tobacco in payment for the Sterling money that the above Tobacco shall amount to as Tobacco shall sell at our next August Court for Sterling money or Bills of Exchange Witness our hands this Second Day of October One thousand seven hundred and Fifty Six

Will McPherson
Hugh Mitchell

Wm Goodrich Ignt. Simms

Upon which the Council on the part of the Plaintiffs interposed and insisted that the same writing was not Legall Evidence to be read and given to the (Jury)

Jury in Maintenance of the Issue and prayed of the Court that the same writing might not be permitted to be read in Evidence to the Jury but the Court declared their Opinion that the said writing should be given to the Jury tho as to the weight of the said writing the Court gave no Opinion and accordingly the same was given to the Jury by the said Defendant to which Opinion of the Court as to the Legality of the said writing being read and given in Evidence the plaintiffs Except and pray the Justices here to affix their Seals according to the form of the Statute &c.

Thos Stone (Seal) R. Harrison (Seal) Jos H. Harrison (Seal)

upon which Bill of Exceptions aforesaid to wit the same second Tuesday in June aft. the aforesaid Dugall Buchanan & Company by their attorney aft. pray a Rehearing of the Cause aft. before the Judges of our next provincial Court to be held at the City of Annapolis on the second Tuesday in September next, which is granted upon which appeal the aforesaid Dugall Buchanan & Company by their attorney produced to the Court here the following Bond Viz.

Bond
Duty paid
Chas Co. } This Ad Hungerford
Clerk }

Know all men by these presents that we Hugh Mitchell and Daniel Jenifer of Charles County merchants are held and firmly Bound unto William McPherson of Charles County planter in the Quantity of One thousand pounds of Tobacco to be paid to the said William McPherson his Ex.tr adm.rs or assigns to which payment well and truly to be made and done we Bind ourselves our heirs Ex.tors and adm.rs in the whole and for the whole Jointly and Severally firmly by these presents sealed with our Seals and dated this 16th Day of June 1759

Whereas Dugall Buchanan & Company have appealed from the Judgment of Charles County Court against them rendered on a Scire facias by them prosecuted against the said William McPherson in the said County Court to the Provincial Court, now The Condition of the above Obligation is such that if the said Dugall Buchanan & Company shall not pursue the direction of an act of Assembly Intitulled an act for regulating Writs of Error and Granting appeals from and to the Court of Common Law within this province at the next Ensuing provincial Court and prosecute the same appeal with Effect and also satisfy and pay to the same William McPherson his Ex.tr adm.rs or assigns in Case the said Judgment shall be Affirmed as well all and Singular the Cost adjudged by the said County Court as also all Costs and Damages that shall be awarded by the said Provincial Court then the said Obligation to be and remain in full force and Virtue otherwise of no Effect

Hugh Mitchell (Seal)
Signed Sealed and Delivered
in presence of Phil Rd Hendall
Dan Jenifer (Seal)

(Maryland)