to Imparle until the second Tuesday of ~~October next~~, and to him it is granted the same day is given to the said Charles Carroll of Carrollton also —

At which said second Tuesday of October, being the ninth day of the same Month in the year of our Lord, One thousand seven hundred and eighty seven to which said day, the said Job Garrettson had leave to Imparle, come again into the General Court here, as well the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid, as the said Job Garrettson by his Attorney aforesaid; And thereupon on Motion of the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid, It is ruled by the Court here, that the said Job Garrettson answer to the Declaration aforesaid of the aforesaid Charles Carroll of Carrollton in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; And the said Job Garrettson by his Attorney aforesaid defends the force and injury when and so forth, and prays further leave of the Court here to Imparle, until the second Tuesday of May next, and then to answer to the Declaration aforesaid, of the aforesaid Charles Carroll of Carrollton in the plea aforesaid, and to him it is granted, the same day is given to the aforesaid Charles Carroll of Carrollton also —

At which said second Tuesday of May being the thirteenth day of the same Month, in the year of our Lord, One thousand seven hundred and eighty eight, to which said day, the said Job Garrettson had leave to Imparle, and then to answer to the Declaration aforesaid of the aforesaid Charles Carroll of Carrollton in the plea aforesaid, Come again into the General Court here, as well the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid, as the said Job Garrettson by his Attorney aforesaid; and the said Job Garrettson by his Attorney aforesaid (as before) further defends the force and injury when and so forth, and saith that the aforesaid Charles Carroll of Carrollton his action aforesaid against him to have or maintain ought not &c. because he saith that he the said Job Garrettson did pay unto the aforesaid Charles Carroll of Carrollton the said sum of Money in the Condition of the said writing Obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing Obligatory, and this he is ready to verify, wherefore he prays Judgment if the aforesaid Charles Carroll of Carrollton his action aforesaid against him to have or maintain ought and so forth —

And the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid saith that he by any thing by the said Job Garrettson above in pleading alleged from having or maintaining his action aforesaid against him ought not to be precluded, because he saith that the said Job Garrettson hath not paid unto him the aforesaid Charles Carroll of Carrollton the aforesaid sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said



Job Garrettson above by pleading hath alleged, and this he prays may be enquired of by the Country, and the said Job Garrettson in like manner and so forth —

Therefore let a Jury thereon appear before the Court here, on the second Tuesday of October next, by whom, and so forth, and who neither and so forth, to recognize and so forth because as well and so forth, the same day is given to the said parties then and there and so forth —

And Now, at this day, to wit, the said second Tuesday of October being the fourteenth day of the same Month, in the year of our Lord, One thousand seven hundred and eighty eight, come again into the General Court here, as well the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid, as the said Job Garrettson by his Attorney aforesaid; And the said Job Garrettson by his Attorney aforesaid, relinquishing the assumpsit aforesaid, above by him pretended says, that he cannot deny the Action aforesaid of the aforesaid Charles Carroll of Carrollton so as aforesaid against him brought, nor but that he owes to the aforesaid Charles Carroll of Carrollton the aforesaid sum of One hundred and twelve pounds Current Money in manner and form aforesaid, so as the aforesaid Charles Carroll of Carrollton above against him hath declared —

Therefore it is considered by the Court here, that the aforesaid Charles Carroll of Carrollton recover against the said Job Garrettson as well the sum of One hundred and twelve pounds Current Money his Debt aforesaid in form aforesaid confessed, as the Quantity of One thousand and eighteen pounds of Tobacco by the Court here unto the aforesaid Charles Carroll of Carrollton on his absent adjudged for his damages which he hath sustained as well by reason of the detention of that Debt, as for his Costs and charges by him about his suit in this behalf laid out and expended — And the said Job Garrettson in Mercy and so forth —

Memorandum, Judgment rendered in this cause, on the twenty seventh day of October, in the year of our Lord, One thousand seven hundred and eighty eight, for the Penalty and Costs of Suit, and the Plaintiff agrees to release the Penalty upon the payment of Principal Interest and Costs — and agrees to Stay Execution until the tenth day of February next; Payments if any to be allowed —

34 Sides

Test. John Quinn Clerk —