At which aforementioned second Tuesday of May being the eighth day of the same Month, viz the Year of our Lord, One thousand seven hundred and eighty seven, Comes into the General Court here, as well the aforesaid Charles Carroll of Carrollton by his Attorney's aforesaid, as the said Thomas Colegate by his Attorney aforesaid; And the said Thomas Colegate by his Attorney aforesaid comes and defends the force and injury when and so forth, and prays Leave of the Court here 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, Came again into the General Court here, as well the aforesaid Charles Carroll of Carrollton by his Attorney aforesaid, as the said Thomas Colegate by his Attorney aforesaid: And thereupon on motion of the aforesaid Charles Carroll of Carrollton by his attorney's aforesaid, It is ruled by the Court here, that the said Thomas Colegate 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 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 said 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 Thomas Colegate 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 Thomas Colegate by his attorney aforesaid; and the said Thomas Colegate 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 Thomas Colegate 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 Thomas Colegate

above in pleading alleged from having or maintaining his action aforesaid against him ought not to be precluded, because he saith that the said Thomas 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 Thomas Colegate above by pleading hath alleged, and this he prays may be enquired of by the Country and the said Thomas Colegate 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 there 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, viz 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's aforesaid, as the said Thomas Colegate by his attorney aforesaid, and the said Thomas Colegate 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 Thomas Colegate 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 assent 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 Thomas Colegate in Mercy &c 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 Gwinn Clerk —