At which said next Court court, the second tuesday of October being the fourteenth day of the same month Anno Domini one thousand seven hundred and eighty eight come again here into our General Court as well the said Charles Carroll assignee as aforesaid by his attorney aforesaid, as the said Brian Philpot by his attorney aforesaid. —
And the said Brian Philpot by his attorney aforesaid as before defends the force and injury when and soforth, and saith, that the said Charles Carroll assignee as aforesaid his action aforesaid thereof against him to have and maintain ought not because he saith that he the said Brian Philpot did pay unto the said Charles Carroll assignee as aforesaid the sum of money in the Condition of the writing obligatory mentioned with legal interest thereon according to the form and effect of the said Condition of the writing obligatory. And this he is ready to verify, Wherefore he prays Judgment if the said Charles Carroll assignee as aforesaid his action aforesaid against him to have and maintain ought soforth. —

And the said Charles Carroll assignee as aforesaid saith, that he, by any thing by the said Brian Philpot above in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded, because he saith, that the said Brian Philpot hath not paid unto him the said Charles Carroll assignee as aforesaid the said sum of money in the Condition of the writing obligatory aforesaid mentioned with the interest thereon in such manner and form, as the said Brian Philpot above in pleading hath alledged, and of this he prays may be enquired of by the country. And the said Brian Philpot in like manner andsoforth. —

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second tuesday of May next, by whom and soforth, and who neither and soforth, to recognize and soforth, because as well and soforth, the same day is given to the said parties then and there and soforth. —

And now here at this day towit, the said second tuesday of May being the twelfth day of the same month Anno Domini one thousand seven hundred and eighty nine, come again here into our General Court as well the said Charles Carroll assignee as aforesaid by his attorney aforesaid. as the said Brian Philpot by his attorney aforesaid
Nevertheless the said Brian Philpot by his attorney aforesaid, relinquishing the averment above by him pretended, and saith, that he cannot deny the action aforesaid of the said Charles Carroll assignee as aforesaid against him brought, nor but that he owes to the said Charles Carroll assignee as aforesaid the sum of one thousand nine hundred and sixty pounds. eleven shillings currentmoney aforesaid in manner and form aforesaid so as the said Charles Carroll assignee as aforesaid above against him hath declared. —

Therefore it is considered by the Judges here, that the said Charles Carroll assignee as aforesaid recover against the said. Brian Philpot as well the sum of one thousand nine hundred and sixty pounds eleven shillings currentmoney his debt aforesaid in form aforesaid confessed, as also the quantity of seven hundred and eighty three pounds of tobacco by the Court here, unto the said Charles Carroll assignee as aforesaid on his agent adjudged, as well for his damages sustained 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 Brian Philpot in mercy andsoforth.

Memorandum

Memorandum. Judgment was rendered in this cause on the twenty fifth day of May Anno Domini one thousand seven hundred and eighty nine, for penalty to be released on payment of the principal, interest and costs, payments if any to be allowed. And the Plaintiff agrees to stay execution until the first day of August next

Test

John Irvinn Clk.

Charles Carroll against Daniel Gaver.

Be it remembered that heretofore towit on the eleventh day of April Anno Domini one thousand seven hundred and eighty eight, Charles Carroll by Richard Potts his attorney sued out of our General Court here the State of Maryland's writ of Capias ad respondendum directed to the Sheriff of Frederick county in the words and figures following towit. —

The State of Maryland ss. To the Sheriff of Frederick county Greeting, We command you that you take Daniel Gaver late of Frederick county farmer otherwise called Daniel Gaver of Frederick county, if he shall be found in your bailiwick, and him safe keep so that you have his body before the Judges of our General Court, to be held at the city of Annapolis on the second tuesday of May next, to answer unto Charles Carroll of Carrollton in a plea that he render unto him the sum of one hundred and fifty pounds sterling of the value of two hundred and fifty pounds currentmoney of Maryland which from him he unjustly detains detains and soforth. Hereof fail not at your peril, and have you then and there this writ. Witness Robert Hanson Harrison Esquire chief Judge of our said Court the 19th day of November Anno Domini 1787

Issued the 11th day of April 1788. (R Potts) (Thos B. Hodgkin Clk.

And the said Charles Carroll by his attorney aforesaid declares against the said Daniel Gaver in the plea aforesaid as follows towit

Western Shore of Maryland and Frederick county towit, Daniel Gaver late of Frederick county farmer otherwise called Daniel Gaver of Frederick county was summoned to answer unto Charles Carroll of Carrollton in a plea that he render unto him the sum of one hundred and fifty pounds sterling of the value of two hundred and fifty pounds currentmoney of Maryland which from him he unjustly detains and soforth. — And whereupon the said Charles by Richard Potts his attorney saith that whereas the aforesaid Daniel on the nineteenth day of november in the year of our Lord one thousand seven hundred and eighty three, at Frederick county aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto him the said Charles in the aforesaid sum of one hundred and fifty pounds sterling to be paid to him the said Charles when afterwards he should be thereunto required, And the said Charles in fact saith that the aforesaid sum of one hundred and fifty pounds sterling was on the day of the date of the writing obligatory aforesaid always since hath been and now is of the value of two hundred and fifty pounds currentmoney of Maryland to wit at Frederick county aforesaid. Nevertheless the said Daniel although often afterwards thereunto required the aforesaid sum of one hundred and fifty pounds sterling or the value thereof in current money or any part thereof or of the value thereof to him the said

Charles