Memorandum, Judgment was rendered in this cause on the sixteenth day of May Anno Domini seventeen hundred and ninety three, for the sum of five hundred pounds current money and costs of suit, to be released on the payment of three hundred and eleven pounds fifteen shillings current money with Interest thereof from the 20th day of May 1791. and costs. And the Plaintiff agrees to stay execution until the 1st day of August next.

Test. John Gwinn Clk.

John Merryman against Luther Martin } Be it Remembered that heretofore on the eighth day of May Anno Domini seventeen hundred and ninety two the plaintiff by Samuel Johnston his attorney exhibited here into our General Court his certain Bill of Complaint against the aforesaid Luther Martin in the words and figures following, to wit.

In the General Court for the Western Shore of Maryland Baltimore County to wit, To the Honorable the Justices of the General Court for the western Shore of Maryland in Court now sitting.

John Merryman of Baltimore County Merchant by Samuel Johnston his attorney complains of Luther Martin of Baltimore County Esquire attorney General of the State of Maryland, one of the attorneys of this Court, present here in Court in his proper person for that whereas a certain Joseph Sprigg on the twenty third day of October in the year of our Lord one thousand seven hundred and eighty nine at Baltimore County aforesaid the said Joseph then and there residing and exercising the art and business of a Merchant according to the use and custom of Merchants, made three certain Bills of Exchange in writing for one and the same sum of money bearing date the same day and year aforesaid, signed and subscribed with the proper hand of him the said Joseph Sprigg and directed the said Bills of Exchange to Messrs. Wallace, Johnson and Muir Merchants in London and by the first Bill of Exchange so directed, required the said Wallace, Johnson and Muir at sixty days sight of the said first Bill of Exchange (the second not third paid) to pay unto the said Luther Martin Esquire or order, one hundred pounds sterling money of Great Britain, value received of him and to place the same to the account of him the said Joseph Sprigg; And the said Luther Martin, to whom or whose order the aforesaid sum of one hundred pounds sterling by the said Bill was appointed to be paid, afterwards to wit the same day and year first above mentioned, at Baltimore County aforesaid, by his indorsement made upon the said first Bill of Exchange according to the use and custom of Merchants, ordered and appointed the said sum of one hundred pounds sterling in the said Bill contained to

to be paid to the said John Merryman or order. And the said John Merryman in fact saith that the said first Bill of Exchange so as aforesaid made directed and indorsed, afterwards, to wit, the twentieth day of april in the year of our Lord one thousand seven hundred and ninety, at London aforesaid, to wit, at Baltimore County aforesaid, to the said Wallace, Johnson and Muir was shewn (the second and third Bills of Exchange of the said Joseph Sprigg, in the said first Bill of Exchange mentioned of the same tenor and date, being then and there all unpaid) and the said Wallace, Johnson and Muir then and there were required by the said John Merryman to accept the said Bill, according to the use and custom of Merchants and to pay the money in the said first Bill of Exchange specified according to the tenor of the said Bill and indorsement aforesaid: But the said Wallace, Johnson and Muir then and there to accept the said first Bill of exchange and the money in the said Bill mentioned to pay according to the tenor of the said Bill and indorsement aforesaid altogether refused, but afterwards to wit the same day and year last above mentioned, at London aforesaid, to wit at Baltimore County aforesaid, the said first bill of exchange according to the use and custom of Merchants used and approved in Baltimore County aforesaid was protested by reason of the want of payment of the contents of the said Bill: of which said premises the said Luther Martin afterwards to wit, on the twenty third day of June in the year of our Lord one thousand seven hundred and ninety at Baltimore County aforesaid had notice, by reason of which said premises the said Luther Martin according to the use and custom of Merchants was and became chargeable, to pay to him the said John Merryman the aforesaid sum of one hundred pounds sterling in the said first Bill of Exchange mentioned with all damages, costs and interests by reason of the non acceptance, non payment and of the protesting of the said Bill of Exchange as aforesaid. And whereupon the said Luther Martin afterwards to wit, the same day and year last above mentioned at Baltimore County aforesaid in consideration of the premises aforesaid upon himself assumed, and to the said John Merryman then and there faithfully promised that he the said Luther Martin the aforesaid sum of one hundred pounds sterling in the said first Bill of Exchange mentioned with all damages charges and interest by occasion of the non acceptance, non payment and of the protesting of the said first Bill of Exchange as aforesaid, unto him the said John Merryman would well and faithfully pay and content. and the said John Merryman in fact saith that the said Damages, charges and interests of him the said John by reason of the non acceptance, non payment and protesting of the said first Bill of exchange as aforesaid, amounted to the sum of fifty two pounds, three shillings and eleven pence current money) and that the said sum of one hundred pounds sterling money of Great Britain in the said first bill of Exchange mentioned at Baltimore County aforesaid was at the time of the making of the said first Bill of Exchange hitherto hath been and now is of the