## October Term 1796.

Georges County aforesaid to whom the said aforegoing writ was made and directed. likewise comes and makes return thereof to the Court here thus endorsed to wit:

Capi Copy left the 21st. Septr. Wm. J. Jackson Shff.

And the said Benjamin Brooches by Edward Nicholls his Attorney comes and defends the force and injury when and so forth and prays leave of the Court to imparle hereunto untill next Court and he hath it, the same day is given to the aforesaid Nathan Levy and Andrew Buchanan also. —

At which said next Court, to wit, the second Tuesday of May being the tenth day of the same month Anno Domini, seventeen hundred and ninety six come again here into our General Court as well the aforesaid Nathan Levy and Andrew Buchanan by their Attorney aforesaid as the aforesaid Benjamin Brooches by his Attorney aforesaid: And the said Benjamin Brooches by his Attorney aforesaid as before defends the force and injury when and so forth And saith that the said Nathan Levy and Andrew Buchanan their Action aforesaid against him to have or maintain ought not &c because he saith that he the said Benjamin Brooches did pay unto the said Nathan Levy and Andrew Buchanan 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 said Nathan Levy and Andrew Buchanan their Action aforesaid against him to have or maintain ought &c.

And the said Nathan Levy and Andrew Buchanan say that they by any thing by the said Benjamin Brooches above in pleading alledged from having or maintaining their Action aforesaid against him ought not to be precluded because they say that the aforesaid Benjamin Brooches hath not paid unto them the said Nathan Levy and Andrew Buchanan the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Benjamin Brooches above by pleading hath alledged and of this they pray may be enquired of by the Country and the aforesaid Benjamin Brooches in like manner &c. Therefore let a Jury thereupon appear before the Judges of our General Court here on the second Tuesday of October next, by whom &c and who neither &c to recognize &c because as well &c, the same day is given to the parties aforesaid then and there &c.

(And)



## October Term 1796.

And now here at this day to wit, the said second Tuesday of October being the eleventh day of the same month Anno Domini seventeen hundred and six come again here into our General Court as well the aforesaid Nathan Levy and Andrew Buchanan by their Attorney aforesaid, as the aforesaid Benjamin Brooches by his Attorney aforesaid. Nevertheless the aforesaid Benjamin Brooches by his Attorney aforesaid relinquishing the averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the said Nathan Levy and Andrew Buchanan as aforesaid against him brought nor but that he owes to the aforesaid Nathan Levy and Andrew Buchanan the aforesaid sum of two hundred and twenty one pounds Eleven shillings and six pence half penny Current money in manner and form as the aforesaid Nathan Levy and Andrew Buchanan above against him have declared. Therefore it is considered by the Judges here that the said Nathan Levy and Andrew Buchanan recover against the aforesaid Benjamin Brooches as well the sum of two hundred and twenty one pounds Eleven shillings and six pence half penny Current money their debt aforesaid in form aforesaid confessed as also the quantity of seven hundred and twenty one pounds of Tobacco by the Court here unto the said Nathan Levy and Andrew Buchanan on their afore adjudged as well for their damages sustained by reason of the detention of that debt as for their costs and charges by them about their suit in this behalf laid out and expended, And the said Benjamin Brooches in Mercy &c.

Memorandum, Judgment was rendered in this Cause on the seventeenth day of October Anno Domini seventeen hundred and ninety six, for Penalty and Costs of Suit; and the Plaintiff agree to release the Penalty upon the payment of Principal interest and Costs, And agree to stay Execution until the first day of January next, payments
20 fl. if any to be allowed. — Test. Jno. Gwinn Clk

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General Court; Western Shore; October Term 1796.

James H. McCulloch & Solomon Burkhead against John Tagart and Josias Pennington — Case.

Memorandum, Judgment was rendered in this cause on the Fourteenth day of October in the year of our Lord One thousand seven hundred and ninety six For Eight hundred pounds Current money Damages and costs: To be released on the payment of Five hundred and Eighty three pounds current money, with Interest thereon from the

(Eighteenth)