forth. the same day is given to the parties aforesaid then and there and so forth.

And now, at this day to wit, the said second tuesday of May, being the Eighth day of the same month in the year of our Lord One thousand seven hundred and ninety eight, come again into the General Court here as well the said William Jessop by his Attorney aforesaid as the said Luther Martin in his proper person: And the said William Jessop by his Attorney aforesaid files in Court here a promissory note, a copy whereof is in form following to wit

396 $\frac{50}{100}$ Dollars Baltimore 25th. November 1795.

Sixty days after date I promise to pay to William Jessop or order Three hundred and ninety five Dollars and fifty Cents, negotiable at the Bank of Maryland for value received

Luther Martin.

Thereupon the said Luther Martin in his proper person relinquisheth the averment aforesaid above by him pretended and saith that he cannot deny the Action aforesaid of the said William Jessop so as aforesaid against him brought, nor but that he did assume upon himself in manner and form as the said William Jessop above against him hath complained, nor likewise but that the said William Jessop hath sustained damage by reason of the non performance of the promise and assumption aforesaid to the sum of Five hundred pounds current money of Maryland, as the said William Jessop above against him hath also complained. Therefore it is considered by the Court here, that the said William Jessop recover against the said Luther Martin as well the said sum of Five hundred pounds current money of Maryland, the Damage aforesaid in form aforesaid confessed, as the quantity of Five hundred and eighty six pounds of tobacco, by the Court here adjudged unto him the said William Jessop on his assent, for the costs and charges which he hath sustained about his suit in this behalf laid out and expended; And the said Luther Martin in Mercy in so forth. Memorandum, On the Fifteenth day of May in the year of our Lord one thousand seven hundred and ninety eight. Judgment was rendered in this cause for the Damages in the Declaration and Costs of Suit; To be released on the payment of three hundred and ninety five Dollars & fifty cents with interest thereon from the Twenty fifth day of January seventeen hundred and and ninety six and costs. Stay Execution till the first of August next.

Test. Jno. Quinn Cl.

James Carroll & John Scott against James Gittings Junior

Be it remembered, that heretofore, to wit, on the Seventh day of March in the year of our Lord one thousand seven hundred and ninety seven, the said James Carroll and John Scott by Nicholas Brice their Attorney preferred their Bill to the Judges of the General Court against the aforesaid James Gittings Junior Gentleman one of the Attornies of the said General Court, a Copy of which said Bill was made and sent to the Sheriff of Baltimore County, to be served on the said James Gittings Junior for plea or Judgment the first Court, which said Bill follows in these words, to wit.

To the Honourable the Judges of the General Court for the Western Shore of the State of Maryland, Baltimore County, sc. James Carroll and John Scott by Nicholas Brice their Attorney complain of James Gittings Junior Gentleman one of the Attornies of this Court otherwise James Gittings Junior of the County and State aforesaid present here in Court in his own proper person for that he hath not rendered to them the said James Carroll and John Scott the sum of Two thousand pounds Current Money which to them he owes and unjustly detains and so forth. And for that whereas the aforesaid James Gittings Junior on the twenty fourth day of September seventeen hundred and ninety five at Baltimore County aforesaid by his certain writing obligatory, acknowledged himself to be held and firmly bound unto them the aforesaid James Carroll and John Scott in the aforesaid sum of Two thousand pounds Current Money to be paid to them the said James Carroll and John Scott when afterwards he should be thereunto required Nevertheless the aforesaid James Gittings Junior (although often thereunto required) the aforesaid sum of Two thousand pounds Current Money to them the said James Carroll and John Scott hath not rendered or paid but the same sum of Two thousand pounds Current Money to them the said James Carroll and John Scott hitherto to render or pay he hath altogether refused and still doth refuse; wherefore the said James Carroll and John Scott and John Scott say they are the worse and have Damage to the value of Two thousand five hundred pounds Current Money and thereof he prays Relief &c. and they bring here into Court the said Writing obligatory which testifies the Debt aforesaid in form aforesaid the date whereof is on the day and year aforesaid

N. Brice for Plaintiffs pledges &c. John Doe, & Richard Roe.

(Oyer of the Bond)

(Baltimore)