Carroll by his Attorney aforesaid, It is Ruled by the Court here, that the said Thomas Johnson give special Bail to the Action aforesaid in the plea aforesaid; Whereupon the said Thomas Johnson by his Attorney aforesaid files in Court here, the following Bail piece, to wit.

Nicholas Carroll Plaintiff
against
Denton Jacques and
Thomas Johnson Defendants.

You James Johnson and John Grahame do jointly and severally acknowledge yourselves special Bail for the said Thomas Johnson at the suit of the said Nicholas Carroll in an Action of Debt brought by the said Nicholas Carroll against the said Denton Jacques and Thomas Johnson in the Western Shore General Court they acknowledge themselves to be content therewith, this twenty eighth day of April in the year one thousand seven hundred and ninety eight Before Jacob Young
To the honourable the Judges of the General Court. Val. Brother.
Arthur Shaaff Esquire, to appear for Defendant

And thereupon on motion of the aforesaid Nicholas Carroll by his Attorney aforesaid, It is ruled, by the Court here, that the said Denton Jacques and Thomas Johnson answer to the declaration aforesaid of the aforesaid Nicholas Carroll in the plea aforesaid, or Judgment by the Court here will be entered against them in default thereof; And the said Denton Jacques and Thomas Johnson by their Attornies aforesaid defend the force and injury when and so forth; and pray leave of the Court here to imparle until the second Tuesday of October next, and then to answer to the declaration aforesaid of the aforesaid Nicholas Carroll in the plea aforesaid, and to them it is granted, the same day is given to the aforesaid Nicholas Carroll 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 ninety eight, to which said day the said Denton Jacques and Thomas Johnson had leave to Imparle and then to answer to the declaration aforesaid of the aforesaid Nicholas Carroll in the plea aforesaid, come again into the General Court here as well the aforesaid Nicholas Carroll by his Attorney aforesaid, as the said Denton Jacques and Thomas Johnson by their Attornies aforesaid; And the said Denton Jacques and Thomas Johnson by their attornies aforesaid, as before defend the force and injury when and so forth, and say that the aforesaid Nicholas Carroll his Action aforesaid against him to have or maintain ought &c. because they say that he the said Denton Jacques in the Condition of the Writing obligatory

(aforesaid)

aforesaid mentioned did pay unto the aforesaid Nicholas Carroll 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 they are ready to verify wherefore they pray Judgment if the aforesaid Nicholas Carroll his Action aforesaid against them to have or maintain ought &c.

And the aforesaid Nicholas Carroll by his Attorney aforesaid saith that he by any thing by the said Denton Jacques and Thomas Johnson above in pleading alledged from having or maintaining his Action aforesaid against them ought not to be precluded because he saith that the said Denton Jacques in the Condition of the writing obligatory aforesaid mentioned did not pay unto him the aforesaid Nicholas Carroll the aforesaid sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Denton Jacques and Thomas Johnson above by pleading have alleged, and of this he prays may be enquired of by the Country, and the said Denton Jacques and Thomas Johnson in like manner and so forth. Therefore let a Jury thereon appear before the Court here, on the second Tuesday of May 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 then and there and so forth.

And now at this day, to wit, the said second Tuesday of May being the fourteenth day of the same month, in the year of our Lord one thousand seven hundred and ninety nine come again into the General Court here, as well the aforesaid Nicholas Carroll by his Attorney aforesaid, as the said Denton Jacques and Thomas Johnson by their Attornies aforesaid, Nevertheless the said Denton Jacques and Thomas Johnson by their Attornies aforesaid relinquishing the averment aforesaid above by them pretended say, that they cannot deny the Action aforesaid of the aforesaid Nicholas Carroll so as aforesaid against them brought nor but that they owe to the aforesaid Nicholas Carroll the aforesaid sum of Five hundred and fifty six pounds fifteen shillings and seven pence Current Money in Manner and form aforesaid so as the aforesaid Nicholas Carroll above against them hath declared.

Therefore it is considered by the Court here, that the aforesaid Nicholas Carroll recover against the said Denton Jacques and Thomas Johnson as well the sum of Five hundred and fifty six pounds fifteen shillings and seven pence Current Money his debt aforesaid in form aforesaid confessed, as the quantity of Eleven hundred and eighteen pounds of Tobacco by the Court here unto the

(aforesaid)