and that the said Thomas Gantt go thence of without day and so forth. It is further considered by the Court here, that the quantity of One thousand four hundred and twelve pounds of tobacco and the sum of six Dollars current money of the United States be adjudged unto the said Thomas Gantt at his request for his costs and charges by him sustained about his defence in this behalf; and that the said Thomas Gantt have thereof his Executions, and so forth. — Memorandum, Before the Jurors aforesaid withdrew from the Bar of the Court here, the said State of Maryland by its attorney aforesaid, files in Court here the Bill of Exceptions, in form following, to wit. The Plaintiff in this case produced a paper purporting to be a Bond from Thomas Gantt the Defendant to the State of Maryland in these words: Know all Men by these presents that we Thomas Gantt, James Mewburn and Peter Wood Junior of Prince George's County are held and firmly bound unto the State of Maryland in the full and just sum of One thousand and forty eight pounds five Shillings and six pence to be paid unto the said State of Maryland: To which payment well and truly to be made and done we bind ourselves and each of us, our and each of our Heirs, Executors and administrators, jointly and severally for and in the whole, firmly by these presents. Sealed with our Seals and dated this fourteenth day of September in the year of our Lord One thousand seven hundred and ninety three. Now the Condition of the above Obligation is such, that if the above bound Thomas Gantt, James Mewburn & Peter Wood Junr. shall well and truly pay or cause to be paid, unto the said State of Maryland the full and just sum of Five hundred and twenty four pounds two Shillings & nine pence agreeably to an act, entitled An act to appoint an agent for the year One thousand seven hundred and ninety three, passed at November Session seventeen hundred and ninety two, then the above Obligation to be void and of none effect, else to remain in full force and virtue in Law. — Thos. Gantt (Seal). James Mewburn (Seal). Peter Wood Junr (Seal). Signed, Sealed and Delivered in the presence of Rob.t Bowie, Chas. Gantt. — The plaintiff then produced Charles Gantt one of the subscribing Witness to the said Instrument of writing who deposed that he saw the said Instrument of writing signed sealed and acknowledged by the Obligors therein named and that he at their request together with Robert Bowie the other attesting Witness thereto attested the same as Witnesses. That the said signing sealing and acknowledgement was made in Nottingham, that Joseph Sim above named was not present but was sick and at house of the Defendant. The Plaintiff then proved the delivery of the said Instrument of writing by the Defendant to the said Joseph Sim. The Plaintiff then offered to prove to the Jury that Joseph Sim above named was indebted to the State of Maryland in a large sum of money, that the Defendant was indebted to the said Joseph Sim, that it was agreed that the Defendant should execute his Bond

with security to the State of Maryland for the sum which he Sim owed to the said State with a view that he the said Sim should by delivering the same to the States Agent discharge himself from the said Debt which he owed to the said State of Maryland. That in consequence of this Agreement the said Defendant with the other Obligors therein named executed the instrument of writing above stated and delivered the same to the said Joseph Sim in the manner above stated and that the said Joseph Sim released to the said Defendant the Debt which he had previously and at that time owed to him. That the Governor and Council refused to receive the said Instrument of writing in discharge of the Debt then due from the said Joseph Sim to the State of Maryland. Whereupon the Counsel for the Plaintiff prayed the Court for their opinion and direction to the Jury that if they were satisfied of the existence of the facts above stated and that the Defendant delivered the said Instrument of writing to the said Joseph Sim for the purpose above stated that then the instrument of writing above stated is the deed of him the said Thomas Gantt the Defendant and that their verdict ought to be for the Plaintiff. But the Court refused to give the direction prayed, to which opinion and refusal of the Court the plaintiff by its Counsel prays leave to except, and that the Court would sign and seal this Bill of Exceptions which is done accordingly this Twenty ninth day of May Eighteen hundred. — Jeremiah Townley Chase (Seal). G. Duvall (Seal). John Done (Seal).

Test. John Irwin Clk. —

May Term 1800. Declarations No. 115.	AB.	1799. Dec. 5.	Daniel Tebbs Sur vor of William T. Tebbs & Ch. Chal. Levy Butler.	3.o Cass. Nar. — Nt.
id	13P.	id	Thomas Usher Cal. William Le Compte Sur	3.o Debt. non & oyer. — Nt.
id	134.	id	Peter & Charles Van Rotten Balt. Daniel Schepeler.	3.o Cass. Nar. — Nt. Appearance & set up the 27 Nov.
id	116.	id	Joseph & Richard Yates. aa. Joshua Groves.	6.o Debt. non & oyer. — Nt. from aa. Nt. from Dg.
Dupd. to S. Geo. — id	140.	id	Peter Bernard Blary Norf. Joshua Amos.	Debt. non & oyer. — Nt. Cpy left 15 April.
id	141.	16.	Same aa. James Amos Jun.	Debt. non & oyer. — Cpi. Cpy left 11 Sept. Struck off says 141.
id	116.	id	Richard Gittings aa. Thomas Hilse.	Cass. Nar. — Nt.
id	151.	7.th	William Vaughan Balt. Ross Campbell.	Cass. Nar. — Nt. Struck off.
id	116.	18.		
id	153.			