General Court here the said Anthony Goyler by his attorney aforesaid and the Sheriff of Montgomery County to whom the said Writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit, "Capi Copy left 23d April. Benja W Jones Shff.

And the said James Moore by Philip Barton Key his attorney appears in Court here, And thereupon on motion of the said Anthony Goyler by his attorney aforesaid, It is ruled by the Court here, that the said James Moore give special Bail in the plea aforesaid, Whereupon the said James Moore by his attorney aforesaid files in Court here a certain Bail Peice in form following to wit —

Anthony Goyler Plaintiff
against
James Moore Defendant.

{ You James Gunnow and George Gloyd do jointly and severally acknowledge yourselves Special Bail for the said James Moore at the Suit of the said Anthony Goyler in an Action of Trespass on the Case brought by the said Anthony Goyler against the said James Moore in the General Court. They acknowledge themselves to be content therewith this thirtieth Day of April 1799.

To the Honourable the Judges of the General Court. } Before Thos Corcoran, Lloyd Beall

I do hereby authorise and empower Philip Barton Key Esquire to appear for me in the above Suit. James Moore

And Thereupon on motion of the said Anthony Goyler by his Attorney It is ruled by the Court here that the said James Moore answer to the Declaration aforesaid of the said Anthony Goyler in the plea aforesaid or Judgment by the Court here will be entered against him in default thereof. And the said James Moore by his attorney aforesaid defends the force and injury when and so forth: and prays 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 Anthony Goyler in the plea aforesaid, and to him it is granted, the same day is given to the said Anthony Goyler also.

At which said Second Tuesday of October being the eighth day of the same Month, in the year of Our Lord, One Thousand Seven hundred and ninety nine, to which said day the said James Moore had leave to Imparle and then to answer Come again into the General Court here as well the said Anthony Goyler by his attorney aforesaid as the said James Moore by his attorney aforesaid, And the said James Moore by his attorney aforesaid (as before) defends the force and injury when and so forth; and says that the said Anthony Goyler his Action against him to have or maintain ought not and so forth: because he says that he did not assume upon himself in manner and form as the said Anthony Goyler above against him hath.

(Complained)

Complained and of this he puts himself upon the Country and the said Anthony Goyler in like manner &c. 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 and so 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 thirteenth day of the same Month, in the year of Our Lord One Thousand Eight hundred Come again into the General Court here, as well the aforesaid Anthony Goyler by his Attorney aforesaid as the said James Moore by his attorney aforesaid, And the said James Moore by his Attorney aforesaid says that he cannot deny the action aforesaid of the said Anthony Goyler so as aforesaid against him brought, nor but that he did assume upon himself in manner and form as the said Anthony Goyler above against him hath declared nor but that the said Anthony Goyler hath sustained Damage by reason of the non-performance of the promise and assumption aforesaid to the sum of Four hundred pounds Current money, As the said Anthony Goyler above by declaring supposes, and upon this the said Anthony Goyler prays Judgment and those Damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf laid out and expended to him to be adjudged and so forth: Therefore it is considered by the Court here that the said Anthony Goyler recover against the said the said James Moore as well the said Sum of Four hundred pounds Current money the Damages aforesaid in form aforesaid confessed as the quantity of Eight hundred and three pounds of Tobacco by the Court adjudged unto the said Anthony Goyler on his Agent for the Costs and Charges laid out and expended by him about his Suit in this behalf and the said James Moore in Mercy and so forth.

Memorandum on the fifteenth Day of May in the year of Our Lord One Thousand Eight hundred, Judgment was rendered in this Cause for the Damages in the Declaration and Costs of Suit to be released on Payment of One hundred and fifty two pounds one Shilling and six pence Current money with Interest from the first day of February 1798 and Costs all pay discounts and deductions made appear to John Lucas by the Twentieth of August next to be allowed.

Test. John Gwinn Clerk

Gustavus Scott
William Thornton &
Alexander White
against
George Magruder &
Patrick Magruder

Be it Remembered that heretofore to wit on the fifteenth Day of May in the year of Our Lord one Thousand Seven hundred and ninety nine, this cause was Dockelled, by consent of the parties thereto by their respective attornies and the said Gustavus Scott William Thornton and Alexander White by Philip Barton Key their Attorney declared against the said George Magruder & Patrick Magruder

(in)