did not assume upon themselves in such manner and form as the aforesaid Henry Moore above against them hath declared and of this they put themselves upon the Country and the aforesaid Henry Moore 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 second tuesday of May being the twelfth day of the same month in the year of our Lord one thousand eight hundred and one comes again into the General Court here as well the said Henry Moore by his attorney aforesaid as the said George Lee and Henry Marbury by their attorney aforesaid: Nevertheless the said George Lee and Henry Marbury by their attorney aforesaid, relinquishing the averments aforesaid above by them pretended say, that they cannot deny the action aforesaid of the aforesaid Henry Moore so as aforesaid against them brought, nor but that the said Henry Moore hath sustained damage to the sum of one thousand pounds current money of Maryland by occasion of the non performance of the promises and assumptions aforesaid in manner and form as the aforesaid Henry Moore above against them hath declared
Therefore it is considered by the court here that the said Henry Moore recover against the said George Lee and Henry Marbury as well the sum of one thousand pounds current money of Maryland his damages aforesaid in form aforesaid confessed as also the quantity of nine hundred and eighty four pounds of tobacco by the court here unto him on his assent adjudged for his costs and charges by him about his suit in this behalf laid out and expended and the said George Lee and Henry Marbury in mercy and so forth.
Memorandum Judgment rendered in this cause on the twenty first day of May in the year of our Lord one thousand eight hundred and one for the damages laid in the declaration and costs of suit: to be released on payment of thirteen hundred and sixty three Dollars and twenty four cents with Interest from the twentieth day of January in the year of our Lord one thousand eight hundred and costs and the plaintiff agrees to stay execution until the first day of August next

Test. John Quinn clk.

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Thomas Turner for the use of Gustavus Scott
against
Fielder Dorsett and Robert Bowie

Be it remembered that heretofore to wit on the thirty first day of August in the year of our Lord one thousand seven hundred and ninety nine the said Thomas Turner by John Thomson Mason his attorney sued out of the General Court the writ of the state of Maryland of capias



ad respondendum directed to the Sheriff of Prince Georges county in the words and figures following to wit, The State of Maryland &c. To the Sheriff of Prince Georges County Greeting, You are hereby commanded to take Fielder Dorsett and Robert Bowie late of Prince Georges county Gentlemen if they shall be found in your bailiwick and them safe keep so that you have their bodies before the General Court to be held at the City of Annapolis on the second tuesday of October next to answer unto Thomas Turner in a plea of trespass upon the case and so forth. Thereof fail not at your peril and have you then and there this writ. Witness the Honourable Jeremiah Townley chase Esquire Chief Judge of the said Court the thirteenth day of August in the year of our Lord one thousand seven hundred and ninety nine
Issued the 31st. day of August 1799 (S.T.M.) Jno. Quinn clk
And the aforesaid Thomas Turner by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in court here the following Declaration and copy of note: copies whereof were made and sent with the said writ to the Sheriff of the county aforesaid to wit, State of Maryland Western Shore Prince Georges county to wit, Fielder Dorsett and Robert Bowie late of Prince Georges County Gentlemen were attached to answer unto Thomas Turner of a plea of trespass upon the case and so forth. And whereupon the said Thomas Turner by John Thomson Mason his attorney complains that whereas the aforesaid Fielder Dorsett and Robert Bowie after the first day of May in the year of our Lord one thousand seven hundred and five to wit on the tenth day of May in the year of our Lord one thousand seven hundred and ninety eight at Prince Georges county aforesaid made their certain note in writing, called a promissory note, with their proper hand thereto subscribed, bearing date the day and year last aforesaid, and the said note to him the said Thomas Turner then and there delivered, by which said note the said Fielder Dorsett and Robert Bowie promised to pay to Thomas Turner aforesaid or Order on or before the first day of May next ensuing the date of the said note the sum of three hundred and thirty five dollars and ninety four cents with legal Interest from the date of the said note for value received, by reason whereof and also by force of the Statute in such case lately made & provided the said Fielder Dorsett and Robert Bowie became liable for and chargeable to pay to him the said Thomas Turner the aforesaid sum of three hundred and thirty five Dollars and ninety four cents according to the tenor and effect of the said note. And being so therewith chargeable the aforesaid Fielder Dorsett, and Robert Bowie afterwards to wit on the day and year aforesaid at Prince Georges county aforesaid in consideration thereof upon themselves assumed and to the said Thomas Turner then and there faithfully promised that they the said Fielder Dorsett and Robert Bowie the aforesaid sum of three hundred and thirty five Dollars and ninety four cents to him the said Thomas Turner would well and truly content and pay according to the tenor and effect of the said note. Nevertheless the aforesaid