occasion of the nonperformance of the promise and assumption aforesaid in manner and form as the aforesaid John McKim Junior and Edie McKim above against him have declared.

Therefore it is considered by the Court here, that the aforesaid John McKim Junior Survivor as aforesaid recover against the said Uriah Forrest as well the sum of Four thousand pounds current money, his damages aforesaid, in form aforesaid confessed to be sustained by occasion of the nonperformance of the promise and assumption aforesaid as also the quantity of Nine hundred and twenty three pounds of Tobacco, by the Court here unto the aforesaid John McKim Junior Survivor as aforesaid, on his absent adjudged, for his costs and charges by him about his Suit in this behalf laid out, and expended; And the said Uriah Forrest in Mercy and forth.

Memorandum, Judgment rendered in this Cause, on this nineteenth day of October in the year of our Lord one thousand eight hundred and one, for the sum of Four thousand pounds current money the damages laid in the declaration and costs of suit, the said damages to be released on payment of the sum of Four hundred and eighty pounds twelve Shillings and Six pence current money with interest on the sum of Four hundred and sixteen pounds thirteen Shillings and four pence current money part thereof from the sixteenth day of May in the year of our Lord one thousand eight hundred and costs; And the Plaintiff agrees to stay Execution until the first day of January next

Test. John Gwinn Clk

Walter Smith and Clement Smith against James O Bowman and Henry Forrest

Be it remembered, that heretofore, to wit, on the fifteenth day of September, in the year of our Lord one thousand eight hundred, the said Walter Smith and Clement Smith by John Thomson Mason their Attorney prosecuted and sued forth out of the General Court here, the Writ of the State of Maryland of Capias ad respondendum, directed to the Sheriff of Montgomery County, in the words, following, to wit.

Maryland, ss. The State of Maryland, To the Sheriff of Montgomery County, Greeting, You are hereby commanded to take James O Bowman and Henry Forrest late of Montgomery County Merchants and Copartners in trade under the name and firm of Bowman and Forrest 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 Walter Smith and Clement Smith in a plea of Trespass upon the case and so forth hereof 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 30th day of July in the year of our Lord one thousand eight hundred. Issued the 15th day of September 1800, J T M, Jno Gwinn Cl.

And the aforesaid Walter Smith and Clement Smith by their Attorney aforesaid, on the day of prosecuting and suing forth the said Writ declared in the Court here, against the said James O Bowman and Henry Forrest in the plea aforesaid, as follows, to wit,

State of Maryland (Western Shore) Montgomery County to wit, James O Bowman and Henry Forrest late of Montgomery County Merchants and Copartners in Trade under the name and firm of Bowman and Forrest were attached to answer unto Walter Smith and Clement Smith in a plea of Trespass upon the case and so forth; And whereupon the said Walter and Clement by John T Mason their Attorney complain, that whereas the said James and Henry by the name of Bowman and Forrest after the first day of May in the year of our Lord one thousand seven hundred and five, to wit, on the twenty eighth day of February in the year of our Lord one thousand eight hundred at Montgomery County aforesaid made their certain note in writing with their own proper hands thereto subscribed called a promissory note bearing date the day and year last aforesaid and thereby ninety days after date promised to pay to John R Plater or order Eight hundred dollars negotiable in the Bank of Columbia value received, and the said Eight hundred dollars in the said note specified being unpaid he the said John R Plater afterwards to wit, the same day and year last aforesaid at Montgomery County aforesaid endorsed that note with his own proper hand thereto subscribed and thereby appointed the contents of the same note to be paid to the said Walter and Clement or order value received, whereof the said James and Henry afterwards to wit the same day and year at Montgomery County aforesaid had notice; And by reason of the premises and by force of the Statute in such case lately made and provided, the same James and Henry were and became liable to pay to the said Walter and Clement the same sum of money according to the tenor of the note aforesaid; and so being thereto liable the said James and Henry afterwards to wit the same day and year aforesaid at Montgomery County aforesaid in consideration thereof assumed upon themselves and to the same Walter Clement then and there faithfully promised to pay them the same sum of