out and expended, to him to be adjudged and soforth.

Therefore it is considered by the Court here that the said James W. Sloan recover against the said William Emmit as well the said sum of one hundred and thirty seven pounds nineteen shillings and one penny three farthings Current money his debt aforesaid in form aforesaid confessed as the said sum of one hundred pounds Current money his damages aforesaid acknowledged to be sustained by reason of the detention of the said debt, as also the quantity of seven hundred and ninety seven pounds of Tobacco by the Court here unto the said James W. Sloan on his assent adjudged for his costs and Charges by him about his suit in this behalf laid out and expended and the said William Emmit in mercy and soforth.

Memorandum. Judgment was rendered in this Cause on the twelfth day of May in the year of our Lord one thousand Eight hundred and two, for one hundred and thirty seven pounds nineteen shillings and one penny three farthings Current money debt and one hundred pounds Current money damages and Costs of suit and the plaintiff agrees to release the aforesaid damages on payment of the interest on the debt from the Eighteenth day of September seventeen hundred and ninety nine and Costs stay Execution till the first day of August next.

25 sd. Test John Guvinn Clerk.

Robert Spencer, use of David Harris against Joshua Gist

Be it remembered that heretofore to wit, on the thirteenth day of September in the year of our Lord one thousand eight hundred the said Robert Spencer by Roger Nelson his 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 Frederick County in form following, to wit.

Maryland Sc. The State of Maryland, To the sheriff of Frederick County Greeting. You are hereby commanded to take Joshua Gist late of Frederick County yeoman if he shall be found in your bailiwick and him safe keep, so that you have his body before the General Court to be held at the City of Annapolis

Annapolis on the second tuesday of October next to answer unto Robert Spencer of a plea of trespass upon the Case and soforth. 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 thirteenth day of September 1800. (R n) Jno. Guvinn Clk.

And the said Robert Spencer by his attorney aforesaid on the day of the issuing of the aforesaid writ declared against the aforesaid Joshua Gist in the plea aforesaid in form following, to wit.

Western shore of the State of Maryland, Frederick County Sc. — Joshua Gist late of Frederick County yeoman was attached to answer Robert Spencer of a plea of trespass on the Case and soforth.

And whereupon the said Robert by Roger Nelson his attorney complains that whereas the said Joshua and a certain John Merryman of Elisha on the fourth day of December in the year seventeen hundred and ninety nine to wit, at the County aforesaid made their certain note in writing, commonly called a promissory note their names in their own proper hand writing being thereunto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to the said Robert Spencer and thereby nine months after the date thereof jointly or severally promised to pay to the said Robert Spencer or order Negotiable at the Bank of Maryland, the sum of one thousand eight hundred and forty four dollars eight cents for value of him the said Robert received. By reason whereof and by force of the statute in such case made and provided the said Joshua became liable to pay to the said Robert the said sum of money contained in the said note, according to the tenor and effect thereof, and the said Joshua being so liable he the said Joshua in consideration thereof afterwards to wit, on the same day and year aforesaid, at the County aforesaid undertook and faithfully promised the said Robert to pay to him the said sum of money contained in the said note, according to the tenor and effect of the said note. Nevertheless the said Joshua not regarding his said promise and undertaking, but Contriving and fraudulently intending, craftilly and subtilly to deceive and defraud the said Robert in this behalf hath not as yet paid the aforesaid sum of money or any part thereof to the