Eight hundred, and the day of the return of the foregoing writ Comes into the General Court here the aforesaid Seth Barton by his attorney aforesaid; and the sheriff of Montgomery County aforesaid to whom the said writ was in form aforesaid directed makes return thereof to the Court here thus — Endorsed to wit. Cepi Copy left 2d May.

Benja W. Jones Shff.

And the said Benjamin W. Jones sheriff of Montgomery County aforesaid although solemnly called upon by order of Court here on motion of the said Seth Barton by his attorney aforesaid, to bring into Court here the body of the said Honore Martin whom he ought to have here this day in pursuance of the Command of the writ aforesaid, and according to the tenor of his return thereof as aforesaid brings not into Court here the said Honore Martin but therein doth make default, whereupon on motion of the said Seth Barton by his attorney aforesaid it is ruled by the Court here that the said Benjamin W. Jones sheriff of Montgomery County aforesaid be amerced the damages laid in the Declaration aforesaid, and the Costs and Charges that have accrued or may accrue in the plea aforesaid in Case he brings not into Court here the body of the said Honore Martin on the second tuesday of October next; and the same day is given to the said Seth Barton also.

At which said second Tuesday of October being the fourteenth day of the said month in the year of our Lord one thousand Eight hundred Comes again into the General Court here the said Seth Barton by his attorney aforesaid and the said Benjamin W. Jones sheriff of Montgomery County aforesaid in pursuance of the Command of the writ aforesaid, and according to the tenor of his return thereof as aforesaid, and in compliance with the rule of the Court aforesaid, and to save the amercement aforesaid brings into Court here the body of the said Honore Martin whereupon it is ordered by the Court here that the rule and amerciament aforesaid be discharged and stricken out; And thereupon on motion of the said Seth Barton by his attorney it is ruled by the Court here that the said Honore Martin give special bail

in the plea aforesaid. Whereupon the said Honore Martin by John Thomson Mason his attorney files in Court here a certain bail piece and which being approved of by the Court here is in form following to wit.

Seth Barton Plaintiff. against Honore Martin Defendant	You Thomas Linstead and Solomon Holland do jointly and severally acknowledge yourselves special bail for the said Honore Martin at the

suit of the said Seth Barton in an action of trespass on the Case brought by the said Seth Barton against the said Honore Martin in the General Court. They acknowledge themselves to be content therewith this 11th day of October 1800.

Before John L. Summers. J. H. McPherson

To the Honorable the Judges of the General Court.

I do hereby authorise and empower John T. Mason Esquire to appear for me in the above suit.

Honore Martin

And the said Honore Martin by John Thomson Mason his attorney aforesaid defends the force and injury, when and soforth and saith that he did not assume upon himself in manner and form as the aforesaid Seth Barton above against him hath complained, and of this he puts himself upon the Country, and the said Seth Barton in like manner and soforth. Therefore let a Jury thereon appear before the court here on the second Tuesday of May next by whom and soforth; and who neither and soforth, to recognize and soforth, and who neither and soforth, because as well and soforth, the same day is given to the parties aforesaid then and there and soforth.

At which said second tuesday of May being the twelfth day of the same month in the year of our Lord one thousand Eight hundred and one, come again into the General Court here the said Seth Barton by his attorney aforesaid, as the said Honore Martin by his attorney aforesaid and the said Honore Martin by his attorney aforesaid saith that he is not at this time ready for trial in this Cause files in Court here the following affidavit to wit.

Ann Arundel County to wit.

Honore Martin maketh oath that in 1799 he thinks in the month of October he entered into a Contract with Seth Barton to deliver