hundred ninety & two before us two of the Justices of the Peace for the County of Dorchester.

Wm Hudson Levin Woolford

Whereupon the Sheriff of Dorchester County afs, being solemnly called upon to bring into Court the body of the said Alexander Smoot according to his return of the writ afs, did not bring in the same, but therein made default Wherefore it was ruled by the Court that the said Sheriff should be amerced forfeit and pay to the State of Maryland the sum of five pounds current money unless he should have the body of him the said Alexander Smoot before the judges of our court on the second Tuesday of April Thereon next following. The same day was given to the Parties appearing as afs then and so forth. At which said second Tuesday of April, in the year Seventeen hundred & ninety three, here came again into Court the Parties appearing as afs, by their Attorneys and the said Alexander Smoot by Henry Waggaman Esqr his Attorney came into Court & filed the following Bail piece, viz.

"Dorchester County Sc.

John Salmon, Plaintiff
vs
Alexander Smoot & Company Defendants

You John Laing & Henry Smoot do jointly and severally acknowledge yourselves special bail for the said Alexander Smoot, at the suit of the said John Salmon in action of debt brought by the said John Salmon against the said Alexander Smoot, in the General Court for the Eastern Shore of the State of Maryland They acknowledge themselves to be therewith contained this 19th day of September Anno Dominie 1792. Before us the Subscribers two of the Justices of the Peace for the County afs,

Charles Crapper
David Smith

To the Honourable the Judges of the General Court.

I hereby appoint Henry Waggaman Esquire my lawful Attorney to appear for me in the above suit.

Alexander Smoot"

Whereupon at the prayer of the said John Salmon Senr & John Salmon junior it was ruled by the Court that the said Alexander Smoot & William S Bond, should afile his plea in answer to the Declaration of the said Plaintiffs by the second Tuesday of September then next following: Thereupon the process of & upon the premises between the Parties afs was continued by the Court here until the said second Tuesday of September then next following — Afterwards on the second Tuesday of July in the year Seventeen hundred & ninety three the said Defendants by Thomas J Bullitt afiled their plea in answer to the Declaration afs, which ensues in manner and form following, to wit. —

"Alexander Smoot & William Stoddert Bond
vs
John Salmon Senior & John Salmon Junior

Case — Nav — And the same Alexander Smoot & William Stoddert Bond by Thomas James Bullitt their Attorney come & defend the force & injury when &c and say that they did not assume ~~upon~~ upon themselves in manner & form as the same John Salmon Senior & John Salmon Junior have above complained against them; & of this they put themselves upon the Country &c. And the same Alexander Smoot & William Stoddert Bond by leave of the Court here, first had & obtained according to the form of the Statute in such case made & provided come & further say that the same John Salmon Senior & John Salmon Junior their action aforesaid thereof against them to have or maintain ought not, because they say that after the making of the said several promises & assumptions in the said Declaration set forth, & before the impetration of the original writ in this cause, to wit on the twenty eighth day of May in the year of our Lord Seventeen hundred ninety & two at Dorchester County aforesaid ~~a~~ certain agreement was made & executed between the said Defendants & the said John Salmon, Senior subscribed by & with their names & hands & sealed with the seals of the same Defendants & the same John Salmon Senior & here into Court now brought the date whereof is the same day & year last aforesaid which said agreement ensues in these words following.

"This agreement made this twenty eighth day of May Anno Domini One thousand seven hundred & ninety two between Alexander Smoot & William Bond of the one part & John Salmon of

Baltimore, Merch.t of the other part Witnesseth that the said Alexander Smoot & William Bond have agreed to deliver to the said John Salmon the quantity of three thousand bushels of good Merchantable Wheat to be delivered in Baltimore within two months after Harvest or as much sooner as may be in their power, and the said John Salmon agrees to allow the said Alexander Smoot & William Bond the highest Baltimore market price at the time of delivery, to be discounted out of the Accompt which said Alexander Smoot & William Bond now owes to the said John Salmon. & for the true performance hereof the said Parties bind themselves to each other in the sum of one thousand pounds current money of Maryland in witness whereof the said Parties to these presents have have hereto set their hands & seals the day & year first ~~written~~ within written — And the same Defendants say that the said Agreement was then & there by the said Defendants delivered to the same John Salmon senior in full satisfaction & discharge of the several promises & assumptions aforesaid, & was then & thereby the same John Salmon Senior received in full satisfaction & discharge of the said several promises & assumptions aforesaid And this the said Defendants are ready to verify: wherefore they pray Judgment if the same Plaintiffs their Action aforesaid thereof against them to have or maintain ought &c.

Thos. J Bullitt for the Defts."

At which said second Tuesday of September, here came again into Court the Parties afs, by their Attys afs, and at the prayer of the said Smoot & Bond by their Attorneys afs, it was ruled by the Court, that the said Plaintiffs should afile their Replication in answer to the Plea afs of the said Defendants by the second Tuesday of April then next &c. The same day was given to the Parties afs, then &c. At which said second Tuesday of April in the year Seventeen hundred & ninety four, here came again into Court the Parties afs by their Attorneys afs, and the said Plaintiffs by their Attorney afs afiled their Replication according to the rule afs, which ensues in manner and form following

"John Salmon Senior & John Salmon Junior
against
Alexander Smoot & Wm Stoddert Bond.

And the said Plaintiffs as to the first plea of the said Defendants above pleaded in like manner &c. forth — And the said Plaintiffs as to the second Plea of the said Defendants above pleaded say that they by any thing in the said Plea alledged to be precluded from having or maintaining their said Action ought not be cause protesting that the said Defendants did not execute & deliver the said agreement or Instrument of writing mentioned in their said second Plea to the said John Salmon Senior in full satisfaction & discharge of the several promises & Assumptions aforesaid made by them to the said Defendants to the said John Salmon Senior & John Salmon Junior they the said Plaintiffs for plea by way of Replication say that although true it is that such Agreement was made & executed between the Plaintiffs & Defendants as in the second plea of the said Defendants is set forth, yet the said John Salmon Senior did not receive of them the said Defendants the said Agreement or Instrument of writing in the said plea mentioned in satisfaction and discharge of the said several promises & assumptions of the said Defendants in the Declaration aforesaid of the said Plaintiffs above set forth as the said Defendants by their said plea have alledged & this the said John Salmon Senior & John Salmon Junior pray may be enquired of by the Country &c forth —

Mc Cosh Pl. Pffs."

And thereupon the process of & upon the premises between the Parties afs was further continued by the Court here until the second Tuesday of September then next, &c forth —

And now here at this day, to wit: The second Tuesday of September in the year Seventeen hundred and ninety four came again into Court the Parties afs by their Attorneys afs, And the said Alexander Smoot and William S Bond, by their Attorneys defend the wrong & injury when &c forth, and say that they cannot gainsay the action afs of the said John Salmon Senior & John Salmon Junior &c as against them &c,