in the year of our Lord Seventeen hundred and ninety ___ at the County afs. the same Thomas Cose was indebted to the same Plaintiffs in the sum of Two hundred and thirty six pounds fourteen Shillings & one penny Current Money of Maryland for divers goods Wares and Merchandizes Articles and things by the same Plaintiffs to the same Thomas Cose at his special instance & request there before that time sold and delivered; and so therein indebted being the same Thomas Cose in Consideration thereof afterwards, towit, on the same day and year afs. at the County afs. upon himself assumed, and unto the same Plaintiffs then and there faithfully promised, to pay to the same Plaintiffs the afs. sum of Money, whenever after he should be thereto required; And Whereas also afterwards, towit, on the same day and year afs. at the County afs. the same Plaintiffs had sold and delivered to him the said Thomas Cose, at his like special instance and request, divers other goods Wares Merchandizes Articles and things he the same Thomas Cose in Consideration thereof afterwards, towit, on the same day and year afs. all the money afs. upon himself assumed and unto the same Plaintiffs then and there faithfully promised to pay to the same Plaintiffs for the Goods Wares Merchandizes Articles and things last mentioned as much Current Money of Maryland as the same Goods Wares Merchandizes Articles and things last mentioned were reasonably worth at the time of the sale and delivery thereof, whenever after he should be thereto required. And the same Plaintiffs in fact say, that the Goods Wares Merchandizes Articles and things last mentioned at the time of the sale and delivery thereof were reasonably worth one other sum of Two hundred thirty six pounds fourteen Shillings and one penny Current Money of Maryland, towit, at the said County, of which the same Thomas Cose then and there had notice. Nevertheless the same Thomas Cose his several promises and assumptions afs. in form afs. made, not regarding but minding and fraudulently intending the same Plaintiffs in this behalf craftily & subtilly to deceive and defraud, the said several sums of Money, or any part thereof, unto the same Plaintiffs or either of them yet hath not paid, but the so to do the same Thomas Cose by the same Plaintiffs afterwards, towit, on the same day and year afs. and often since that time at the County afs. was required, but the same sums of Money or any part thereof, to pay to the same Plaintiffs or either of them he the same Thomas Cose hitherto altogether hath refused and still doth refuse to the Damage of the same Plaintiffs five hundred pounds Current Money of Maryland, and thereupon they bring their Suit &c. Thos. Bullitt for pltf. Pledges &c John Doe & Rich. Roe.

And the said Thomas Cose by his Attorney afs. defends the wrong and injury when &c. And prayed the liberty of imparling thereof until the second Tuesday of April then next following, and it was granted unto him, the same day was given to the said Samuel & James there &c. — And now here at this day, towit, the second Tuesday of April Seventeen hundred and ninety six, come again into Court the Pltffs afs. by their Attorney afs.

And the said Thomas Cose by his Attorney afs. saith that he cannot gainsay the Action afs. of them the said Samuel Smith and James Buchanan as afs. against him brought, nor can he deny that he the said Thomas Cose did assume upon himself in manner and form as the said Samuel Smith & James Buchanan above thereof against him have complained, nor can he deny but that they have sustained Damages by reason of the Nonperformance of the Promises and assumptions aforesaid to the Sum of Money afs. as they above by Declaring suppose: whereupon the said Samuel Smith & James Buchanan by their said Attorney pray Judgment, and those Damages so acknowledged, together with their Costs and charges by them about their Suit in this behalf laid out and expended, to be adjudged &c. Therefore it is considered by the Court here, that the said Samuel Smith and James Buchanan recover against the said Thomas Cose as well the said Sum of Five hundred pounds Current Money above acknowledged for their Damages which they had sustained by reason of the Nonperformance of the promises and assumptions aforesaid, as the quantity of Six hundred and twenty nine pounds of Tobacco, adjudged by the Court here unto the said Samuel & James for their Costs and Charges by them about their Suit in this behalf laid out and expended; and the said Thomas Cose in Mercy &c.

James Earle Junior Clerk

Judgment was rendered in this Action on the 15th day of April 1796 for £500. Current Money and Costs: To be released on payment of £320. 5. 2 with Interest thereon from 20th January 1794 till paid & Costs.

John H Stone Survivor of John H & Walter Stone, use of Samuel Brown
against
Charles Hobson Executor of Thomas Smith, who was special Bail for Alex. Smoot

Be it remembered that John H Stone sued out of our General Court here the State of Maryland & Close Writ in these words and figures, towit, "The State of Maryland, To the Sheriff of Dorchester County Greeting: Whereas at a General Court begun and held for the Eastern Shore of this State at Easton in Talbot County the second Tuesday of September Seventeen hundred and ninety two, before the said State Judges of the same Court, John Hoskins Stone Surviving Obligee of John Hoskins Stone & Walter Stone recovered Judgment against Alexander Smoot late of Dorchester County Merchant for as well the sum of Two hundred and ninety eight pounds five Shillings and one penny half penny Current Money Debt, and the sum of one hundred pounds lawful money Damages, as also the quantity of Six hundred & eighty three pounds of Tobacco which unto the said John Hoskins Stone were adjudged for his Damages which he had sustained by occasion of the detention of that Debt, as for his costs and charges by him about his suit in that behalf expended whereof the said Alexander Smoot is convicted as of Record is manifest: And altho' Judgment thereof hath been rendered as afs. Execution nevertheless of the Debt and Damages Costs and Charges afs. still remaineth to be done; and whereas also before the rendering of that Judgment, towit, the second Tuesday of