and James G. in this behalf, the said sum of money, or any part thereof, hath not paid (although often requested) to wit, on the day on which the payment became due by the said note, and often afterwards, at the County aforesaid, but the same to them, or either of them to pay or satisfy, he hath altogether refused, and still doth refuse, to the Damage of the said William and James G. Edson in the sum of three hundred pounds Current money; wherefore they bring suit and &c. Sworth &c. Philip Barton Key for Pltff. Pledges &c. Jno. Doe & Richd. Roe.

The Promissory Note whereof mention is made in the Declaration aforesaid, exists in the following words and figures, to wit — £102..9..10. Baltimore 28th November 1795. Seventy five days after date I promise to pay Woods and Edson, or Order, one hundred and sixty two pounds nine shillings and ten pence, value received. £93..3..8 — Int. to 1st June £2..3..10 — Samuel Blunt.

On the aforegoing note is the following endorsement, to wit. — Balto. February 19th 1796. Received of Capt. John Martin forty four pounds, on acct. of the within note — £44..0..0 — W. Woods.

Whereupon, at the prayer of the said William Woods and James G. Edson by their Attorneys aforesaid, it was ruled by the Court that the said Samuel Blunt, answer to the Declaration aforesaid, of the said William Woods and James G. Edson in the plea aforesaid — And the said Samuel Blunt by his attorney aforesaid, defended the wrong and injury when &c. and prayed leave of the Court to imparle until the next Term, and he had it: the same day was given to the said William Woods and James G. Edson there &c. — At which said next Term, to wit, the second Tuesday of April seventeen hundred and ninety seven, came again into Court the Parties aforesaid by their Attorneys aforesaid, and the said Samuel Blunt by his Attorney aforesaid, further defended the wrong and injury when &c. and said, that he did not assume upon himself in such manner and form as the said William Woods and James G. Edson above against him hath complained, and of this he put himself upon the County: And the said William Woods and James G. Edson in like manner &c. — Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court thereon was continued until the second Tuesday of September then next following — At which said second Tuesday of September seventeen hundred and ninety seven, came again into Court the parties aforesaid by their Attorneys aforesaid, Thereupon further process of and upon the premises aforesaid between the parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court thereon, was continued until the second Tuesday of April then next following. — And now here, at this day, to wit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attorneys aforesaid: And the said Samuel Blunt by his Attorney aforesaid, relinquishes his said plea by him above pleaded, and saith, that he cannot deny the said action of the said William Woods and James G. Edson, nor but that he did promise and assume upon himself in manner and form as the said William Woods and James G. Edson above complains against him; nor but that the said

William Woods and James G. Edson have sustained Damages by occasion of the non-performance of the promise and Assumption aforesaid, to the sum of three hundred pounds Current money, as they have above suggested — Whereupon the said William Woods and James G. Edson, pray Judgment, and the said Damages, so acknowledged, together with their Costs and Charges by them out by them about their suit in this behalf, to be adjudged to them &c. — Therefore it is considered by the Court here, that the said William Woods and James G. Edson recover against the said Samuel Blunt, as well the said sum of three hundred pounds Current money, above acknowledged, for their Damages, which they have sustained by reason of the non-performance of the promise and Assumption &c., as the quantity of six hundred and sixty seven pounds of Tobacco, adjudged by the Court here unto the said William Woods and James G. Edson, for their Costs and Charges, by them about their suit in this behalf expended, and the said Samuel Blunt in mercy &c. — Test, James Riale Hunt, Clerk —

Memorandum, Judgment was confessed in this Action on the 17th day of April 1798, for £300 Damages and Costs — To be released on the payment of £102.9.10. with Interest thereon from the 28th day of February 1795. title free and Costs. — Credit £44. on the 19th of February 1796. —

John Heathcote and James Dall against Charles Stewart —

Be it remembered, that on the twenty second day of March anno Domini one thousand seven hundred and ninety six, Command was given to the Sheriff of Queen Anns County, to take Charles Stewart late of Queen Anns County, if he should be found in his Bailiwick and him safe keep, so that he might have his body before the Judges of our General Court, to be held at Easton in Talbot County, on the second Tuesday of April then next, to answer unto John Heathcote and James Dall, of a plea that he render unto them, the sum of three hundred and sixty six pounds Current money of Maryland, which to them he owes, and from them unjustly detains &c. — And that thereof he the said Sheriff should not fail at his peril, and should have then and there that Writ &c. — At which said second Tuesday of April seventeen hundred and ninety seven (being the day for the return of the aforesaid Writ) the said John Heathcote and James Dall came into Court by Robert Wright Esquire his attorney, and the Sheriff of the County aforesaid, to whom the said Writ was directed, likewise came, and made return thereof to the Court, thus endorsed, to wit. —

"Cepi, Phil: G. Blake Shff. Queen Anns County." — And the said Charles Stewart being called, appeared in Court in his own proper person, And thereupon, on motion of the said John Heathcote and James Dall by their said Attorney, it was ruled by the Court, that the said Charles Stewart give special bail in the plea aforesaid, whereupon it was asked by the Court of the said Charles Stewart, if he some sufficient pledge and mainpriors could find, who for him would undertake in the said Court, that if it should happen that Judgment for the said John Heathcote and James Dall in the plea aforesaid, against him the said Charles Stewart should be rendered that then the same pledges and mainpriors should grant, that the Debt aforesaid and all such Damages Costs and Charges, which unto the same John Heathcote and James Dall in this part should by the Court be adjudged, of his body, Lands and Chattels should be made, and to the use of the said John Heathcote and James Dall to be levied, if it should happen that he the said Charles Stewart, the said Debt, Damages, Costs and Charges, unto the said John Heathcote & James Dall should not pay, of his body in Execution of such Judgment, to the public prison