Judgments

Declared against the said Daniel Swiggett in the plea aforesaid, in manner and form following, to wit: The Eastern Shore of Maryland, Caroline County, to wit, Daniel Swiggett late of Caroline County Yeoman was Attached to answer unto Jonathan Harvey, Rumford Dawes and Abijah Dawes of a plea of Trespass upon the case &c. And whereupon the same Jonathan, Rumford and Abijah by Nicholas Hammond their Attorney complain, that whereas the said Daniel Swiggett on the fourteenth day of November in the year seventeen hundred and ninety four, at the County aforesaid, was indebted to the said Jonathan, Rumford and Abijah in the sum of one hundred and seventy five pounds and nine pence Current money, for divers Goods, Wares and Merchandizes, there before that time sold and delivered by the said Jonathan, Rumford and Abijah to the said Daniel Swiggett at his special Instance and request, and so therein being indebted, the said Daniel Swiggett in consideration thereof, afterwards to wit, the same day and year aforesaid at the County aforesaid, Assumed upon himself and then and there faithfully promised the said Jonathan, Rumford and Abijah, to pay them the said Jonathan, Rumford and Abijah the sum of money aforesaid when he the said Daniel Swiggett should be thereto afterwards required. And whereas also the said Jonathan, Rumford and Abijah afterwards, to wit, the day and year aforesaid at the County aforesaid, had sold and delivered to the said Daniel Swiggett divers other Goods, Wares and Merchandizes, at his the said Daniel Swiggett special instance and request, the said Daniel Swiggett in consideration thereof, then and there Assumed upon himself and faithfully promised the said Jonathan, Rumford and Abijah to pay them the said Jonathan, Rumford and Abijah, as much Current money for the Goods, Wares and Merchandizes last mentioned, as the same at the time of the Sale and delivery thereof were reasonably worth, when he the said Daniel Swiggett should be thereto afterwards required: And the said Plaintiffs in fact say that the said Goods, Wares and Merchandizes last mentioned, at the time of the Sale and delivery thereof were reasonably worth one other sum of one hundred and seventy five pounds and nine pence Current money, to wit, at the County aforesaid. Whereof the said Daniel Swiggett then and there had notice. Nevertheless the said Daniel Swiggett his several promises and Assumptions aforesaid, in form aforesaid made, not in the least regarding, but intending the said Jonathan, Rumford and Abijah in this behalf to deceive and defraud, the several sums of money aforesaid or any part thereof to the said Jonathan, Rumford and Abijah or to either of them yet hath not paid (although to pay the same the said Daniel Swiggett afterwards, to wit, the tenth day of December in the year aforesaid, and often since at the County aforesaid by the said Jonathan, Rumford and Abijah was required) but the same to them to pay both hitherto altogether refused and still doth refuse, to the Damage of the

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said Jonathan, Rumford and Abijah in the sum of two hundred and fifty pounds Current money. And thereupon they bring this suit &c.

Nic. Hammond pltffs Attor. Pet. Richard Rose Pledges &c.

Whereupon, it was ruled by the Court here that the said Daniel Swiggett answer to the Declaration aforesaid of them the said Harvey and Dawes in the plea aforesaid: And thereon Daniel Swiggett by his Attorney aforesaid defended the force and injury when &c, and prayed further leave of the Court to imparle until the next Term, and he had it, the same day was given to the said Harvey and Dawes then &c. And now here at this day, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attornies aforesaid, and the said Daniel Swiggett by his Attorney aforesaid saith that he cannot deny the action aforesaid of the said Jonathan, Rumford and Abijah so as aforesaid against him brought, nor but that he the said Daniel Swiggett did assume upon himself in manner and form as the said Jonathan, Rumford and Abijah above thereof against him Complain, nor likewise, but that the said Jonathan, Rumford and Abijah have sustained Damage by reason of the non performance of the promises and Assumptions aforesaid to the sum of five hundred pounds Current money of Maryland. Whereupon, the said Jonathan, Rumford and Abijah by their Attorney aforesaid, pray Judgment, and their Damages so acknowledged, together with their Costs and Charges by them about their suit in this behalf laid out and expended, to them to be adjudged &c. Therefore, it is considered by the Court here that the said Jonathan Harvey, Rumford Dawes and Abijah Dawes recover against the said Daniel Swiggett as well the said sum of two hundred pounds Current money above acknowledged for their Damages which they have sustained by reason of the non performance of the promises and Assumptions aforesaid, as the Quantity of six hundred and eleven pounds of Tobacco, by adjudged by the Court here unto the said Jonathan Harvey, Rumford Dawes and Abijah Dawes for their Costs and Charges by them about their suit in this behalf laid out and expended, And the said Daniel Swiggett in mercy &c. Test. James Earle Junr. Clerk.

Memorandum, Judgment was confessed in this action on the 13th day of September 1798 for £200 Current money and Costs. To be released on the payment of £139.2.11½ Current money, with Interest thereon from the 10th day of June 1796. the said Costs with stay of Execution until the next Term.

John Field and John Field Jr. against Sevin Charles

Be it remembered that on the seventeenth day of August in the year of our Lord one thousand seven hundred and ninety seven Command was given to the Sheriff of Caroline County, to take Sevin Charles late of Caroline County, Merchant, if he should be found in his Bailiwick, and him safe keep, so that he might have his body before the