aforesaid, in form aforesaid made, not regarding, but minding and fraudulently intending the same Smith and Buchanan in this behalf craftily and subtilly to deceive and defraud, the said sum of money and Interest or any part thereof, unto the same Smith and Buchanan, or either of them, yet have not paid, nor hath any of either of them paid, although so to do the same Gillis and Poor by the same Smith and Buchanan, on the day of in the year of our Lord seventeen hundred ninety and and often since that time at the County aforesaid were required; but the same sum of money & Interest or any part thereof, to pay to the same Smith and Buchanan, or either of them, the same Gillis and Poor, and each of them, hitherto altogether have refused, and still do refuse, to the Damage of the same Smith and Buchanan fifteen hundred pounds Current money of Maryland, and thereupon they bring their suit &c — Thos: S. Bullitt for Pltfs. Pledges &c. Jno. Doe & Richd. Roe

The promissory Note, in the Declaration aforesaid, mentioned, ensues as follows, to wit. — On Demand we jointly and severally promise to pay to S. Smith and Buchanan, their Heirs, or Assigns, the just sum of eight hundred and forty nine pounds, two shillings, and seven pence with Interest thereon from the fourth day of December one thousand seven hundred and ninety four — for value of them received. —

Gillis and Poor,

Test: William Cloyland, Salisbury the 10th Novr. 1795.

Thereupon, it was prayed by the Court on motion of the said Samuel Smith and James Buchanan by their Attorney aft. that the said Thomas H. Gillis and Samuel Poor answer to the Declaration aforesaid of them the said Samuel Smith and James Buchanan in the plea aforesaid — And the said Gillis and Poor by their Attorney aforesaid further defended the force and injury when &c and prayed leave of the Court to imparle until the next Term, and they had it. The same day was given to the said Samuel Smith and James Buchanan, 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, came again into Court the parties aforesaid by their Attornies aforesaid, and the said Thomas H. Gillis and Samuel Poor by their Attorney aforesaid, further defend the force and injury when, &c — and say, that they cannot gainsay the action aforesaid of the said Samuel Smith and James Buchanan as aforesaid against them brought, nor can they deny but that they the said Gillis and Poor did assume upon themselves in manner and form as the said Samuel Smith and James Buchanan above thereof against them complain, or likewise, but that the said Samuel Smith and James Buchanan have sustained

Damage by reason of the nonperformance of the promise and Assumption aforesaid to the sum of fifteen hundred pounds Current money of Maryland in manner and form as they the said Samuel Smith and James Buchanan above by declaring suppose — Whereupon the said Samuel Smith and James Buchanan 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 Samuel Smith and James Buchanan recover against the said Thomas H. Gillis and Samuel Poor, as well the said sum of fifteen hundred pounds Current money their Damages aft. acknowledged to be sustained by reason of the non performance of the promise and Assumption aforesaid, as the quantity of six hundred and sixty two pounds of Tobacco adjudged by the Court here unto the said Samuel Smith and James Buchanan for their Costs and Charges, by them about their suit in this behalf laid out and expended; And the said Thomas H. Gillis and Samuel Poor in mercy &c —

Test, James O'Neale Junr. Clerk —

Memorandum, Judgment was confessed in this action on the 14th day of September 1798, for £1500 Damages and Costs — To be released on the payment of £849 " " Current money, with Interest thereon from the 4th day of September 1794 till paid and Costs — With Stay of Execution until the next Term. —

Samuel Fisher and Miers Fisher against Ebenezer Handy

Be it remembered that on the fourth day of July in the year of our Lord one thousand seven hundred and ninety seven Command was given to the Sheriff of Somerset County to take Ebenezer Handy late of Somerset County Merchant 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, the second Tuesday of September then next following to answer unto Samuel Fisher and Miers Fisher of a plea that he render unto them the full and just sum of two thousand pounds Current money of Maryland, which to them he owes and 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 September in the year of our Lord one thousand seven hundred and ninety seven (being the day for the return of the aforegoing Writ) came into Court the said Samuel and Miers Fisher by William Whittington and Nicholas Hammond Esquires their Attornies, and the Sheriff of Somerset County, to whom the same Writ was in form aforesaid directed, likewise came, and made return thereof to our said Court thereon endorsed, to wit, — "Cepi, so answers Jno. Ballard Shff.