seven hundred and ninety eight came again into Court the Parties aforesaid by their Attorneys aforesaid, and the said Seth Barton by his Attorney aforesaid Declared against the Said Emory Sudler in the plea aforesaid in manner and form following, to wit. — Eastern Shore of Maryland, Queen Anns County, to wit. Emory Sudler late of Queen Anns County, Merchant, was Attached to answer unto Seth Barton in a plea of Trespass upon the case &c — And whereupon the same Seth by William Bond Martin his Attorney complains, that whereas the same Emory, after the first day of May in the year of our Lord seventeen hundred and five, to wit, on the nineteenth day of May in the year of our Lord seventeen hundred and ninety five, at Baltimore, to wit, at the County aforesaid, made his certain Note in writing commonly called a promissory Note, with his own proper hand thereto subscribed, bearing date the same day and year last aforesaid and the same Note to the same Seth did then and there deliver, by which said Note the same Emory promised to the same Seth, or order, six Months after the date of the said Note the sum of three hundred and thirty eight pounds, eleven Shillings and six pence, for value of him received, and if not paid at that time, Interest untill paid; by reason whereof, and also by force of the Statute in such case made and provided, the said Emory became chargable to pay to the same Seth the said sum of money, according to the tenor of the said Note; and being so chargeable, the same Emory in consideration thereof afterwards, to wit, on the same day and year last aforesaid at the County aforesaid, upon himself Assumed, and unto the same Seth then and there faithfully promised to pay to the same Seth the sum of money aforesaid according to the tenor and effect of the said Note. — Nevertheless the same Emory his promise and Assumption aforesaid in form aforesaid made, not regarding, but minding and fraudulently intending, the same Seth in this behalf craftily and subtilly to deceive and defraud, the said sum of money, or any part thereof, unto the same Seth yet hath not paid, although so to do the same Emory by the same Seth on the day of in the year of our Lord seventeen hundred and often since that time, at the County aforesaid was required, but the same sum of money, or any part thereof, to pay to the same Seth, the same Emory hitherto altogether hath refused, and still doth refuse, to the Damage of the same Seth one thousand pounds Current money of Maryland, and thereupon he brings suit &c —

Wm. B. Martin for Pl. Pledges &c — John Doe & Richard Roe. —

And thereupon, on motion of the said Seth Barton by his Attorney aforesaid it was ruled by the Court that the said Emory Sudler answer to the Declaration aforesaid of him the said Seth Barton in the plea aforesaid: And the said Emory Sudler by his Attorney aforesaid further defends the force and injury when &c. and prayed



leave of the Court to imparle untill the next Term, and he had it. The same day was given to the said Seth Barton then &c. — At which said next Term, to wit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety nine came again into Court the parties aforesaid by their Attorneys aforesaid, and the said Seth Barton by his Attorney aforesaid filed in Court the following promissory Note, to wit. — £338 11.. 6. — Baltimore May 19th 1795. —

Six Months after date I promise to pay or cause to be paid unto Mr. Seth Barton or Order, three hundred and thirty eight pounds 11/6. & Negotiable at the Bank of Maryland, for value received — if then not paid, with Interest untill paid. —

Witness present, Thomas Harris. — Emory Sudler Junr. —

And the said Emory Sudler by his Attorney aforesaid further defended the force & injury when &c. and prayed leave of the Court to imparle untill the next Term, and he had it: The same day was given to the said Seth Barton 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 nine, comes again into Court the parties aforesaid by their Attorneys aforesaid: And the said Emory Sudler by his Attorney aforesaid further defends the force and injury when &c, and saith that he cannot deny the action aforesaid of the said Seth Barton so as aforesaid against him brought, nor but that he did assume upon himself in manner and form as the said Seth Barton above thereof against him complains, nor likewise but that the said Seth Barton hath sustained Damage by reason of the nonperformance of the promise and Assumption aforesaid to the sum of eight hundred pounds Current money; Whereupon the said Seth Barton by his Attorney aforesaid, prays Judgment, and his Damages so acknowledged together with his Costs and Charges by him about his suit in this behalf laid out and expended to him: to be adjudged, &c — Therefore it is considered by the Court here that the said Seth Barton recover against the said Emory Sudler as well the said sum of eight hundred pounds Current money above acknowledged for his Damages which he hath sustained by reason of the non performance of the promise and Assumption aforesaid, as also the Quantity of six hundred & twenty nine pounds of Tobacco adjudged by the Court here unto the said Seth Barton for his Costs and Charges by him about his suit in this behalf laid out and expended: And the said Emory Sudler in mercy &c. —

Test. James Earle Junr. Clerk —

Memorandum, Judgment was confessed in this action on the nineteenth day of September 1799 for £800 Cury Damages and Costs — To be released on the payment of £338 11.. 6. with Interest thereon from the 19th day of November 1795 till paid, and Costs — Payments, if any, to be allowed. —