Whereupon, for trying the issue aforesaid between the parties aforesaid above joined, Command was given to the several Sheriffs of the different Counties of the Eastern Shore, that they should cause to come before our General Court, on the second Tuesday of September then next, twelve &c, by whom &c, and who neither &c, to recognize &c, because as well &c — The same day was given to the parties aforesaid then and there, &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 Attornies aforesaid; And the said Charles Adams by his Attorney aforesaid further defends the wrong and injury, when &c, and says, that he cannot deny the action aforesaid of him the said Robert Walsh so as aforesaid against him brought, nor but that he the said Charles Adams did assume upon himself in manner and form as the said Robert Walsh above thereof against him complains; nor likewise, but that the said Robert Walsh hath sustained Damage by reason of the non-performance of the premises and Assumptions aforesaid, to the sum of three hundred pounds Current money of Maryland: Whereupon the said Robert Walsh by his Attorney aforesaid prays Judgment, and those Damages so acknowledged, together with his Costs & 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 Robert Walsh recover against the said Charles Adams as well the said sum of three hundred pounds Current money above acknowledged for his Damages which he hath sustained by reason of the non-performance of the premises and Assumptions aforesaid as also the Quantity of six hundred and forty one pounds of Tobacco, by the Court here unto the said Robert Walsh adjudged for his Costs and Charges by him about his suit in this behalf laid out and expended; And the said Charles Adams in mercy &c — Test, James Earle Smith, Clerk —

Memorandum. Judgment was confessed in this action on the nineteenth day of September 1799 for £300 Current money Damages and Costs, — To be released on the payment of £145.17.5½ with Interest thereon from the 19th day of June 1798 the paid and Costs — —

Robert Walsh — against Medford Andrews

Be it remembered that on the twenty ninth day of March in the year of our Lord one thousand seven hundred and ninety eight Command was given to the Sheriff of Dorchester County to take Medford Andrews late of Dorchester 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 Robert Walsh of a plea of Trespass on the case and so forth — 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 in the year of our Lord one thousand seven hundred and ninety eight (being the day for the return of the aforegoing

Writ) came into Court the said Robert Walsh by Josiah Bayly Esquire his Attorney, and the Sheriff of Dorchester County to whom the same Writ was directed, likewise came and made return thereof to our said Court thus endorsed, to wit: "Exp. Henry Lake, Sheriff" — And the said Medford Andrews being called appeared in Court by Nicholas Hammond Esquire his Attorney; And thereupon, on motion of the said Robert Walsh by his Attorney aforesaid it was ruled by the Court that the said Medford Andrews give special bail in the plea aforesaid: Whereupon the said Medford Andrews by his Attorney aforesaid applied in Court a certain Bail-piece and which being approved of, is in form following, to wit. —

Robert Walsh — Plaintiff against Medford Andrews — Defendant. } Case &c — Now Daniel Parker and William Hindman do jointly and severally acknowledge yourselves special bail for the said Medford Andrews, at the suit of the said Robert Walsh in an Action upon the case, brought by the said Robert Walsh against the said Medford Andrews in the General Court — They acknowledge themselves the content herewith this eighteenth day of April Seventeen hundred and ninety eight, before Jno. Stevens, Chas. Adams — And the said Medford Andrews 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 Robert Walsh, then, &c — At which said next Term, 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 Robert Walsh by his Attorney aforesaid declared against the said Medford Andrews, in the plea aforesaid in manner and form following, to wit — Eastern Shore of Maryland, Dorchester County, to wit; Medford Andrews late of Dorchester County was attached to answer unto Robert Walsh of a plea of Trespass on the case &c — And whereupon the said Robert Walsh by Josiah Bayly his Attorney, complains, that whereas the said Medford Andrews on the seventeenth day of December in the year of our Lord seventeen hundred and ninety three, at Baltimore, to wit, at the County aforesaid, did draw his certain Note in writing called a promissory — with his own proper name and hand thereto subscribed, bearing date the same day and year afore said and that Note to the said Robert Walsh then and there did deliver, and by the same Note did then and there promise to pay to him the said Robert Walsh the sum of two hundred and eighty three pounds, sixteen shillings Current money of Maryland, in six Months after the date aforesaid — By reason whereof, and also by force of the Statute in such case made and provided, he the said Medford Andrews was, and became liable and chargeable to pay to him the said Robert Walsh the aforesaid sum of money, according to the tenor and effect of the said Note, and so being liable and chargeable to pay to him the said Robert Walsh, the said Medford Andrews in consideration thereof then and there upon himself assumed, and unto the said Robert Walsh then and there faithfully promised to pay to him the said Robert Walsh the aforesaid sum of money, according to the tenor and effect of the said Note — —