The account whereof mention is made in the forgoing Declaration moves as follows, to wit

1795 To John Leatherbury Esq. in acct. with James Bennett

Sept. 10th	To Cash paid State agent for acct.	£132.1.8
	To my Expences to Easton	3.0.0
1796 July 15th	To Interest on the above to July 15th 1796	6.17.4
	" To Cash paid the Clerk of Com. for Mr. Fury Vouchers two and settling the State Claim	1.17.6
	To Cash paid the State agent the Balance of the State claim against him as Executor of the Revd. Jos.	570.0.9
	To ditto paid State agent the Balance due from him for Colledge Fees as p. Acct.	169.12.2
	To my Expences to Trappe & from thence to Annapolis	6.0.0
	To Interest on £749.10.5 from the 15th of July 1796 to the 15th of Feby. 1798	70.18.8
		£960.8.1
	Cr.	
1796 July 14	By Cash Rec. of him towards settling the State Claim against him	262.10.0
	By Interest on £262.10. to 15th of Feby. 1798 one year 7 Mo.	24.18.9
	Balance due P.B.	672.19.4
		£960.8.1

and thereupon the said James Bennett by his attorney aforesaid prayes that the said John Leatherbury may to the declaration of him the said James Bennett in the plea aforesaid whereupon it was ruled by the Court that the said John Leatherbury answer to the declaration of the said James Bennett in the plea aforesaid, and if the said John Leatherbury doth not answer to the declaration of the said James Bennett in the plea aforesaid Judgment was to be awarded against him by default, and the said John Leatherbury by his said Attorney defendes the force and injury when &c. and prayes Leave of the Court to imparle unto the next Term to answer to the declaration of the said James Bennett in the plea aforesaid and he had it by the same day was given to the said James Bennett then &c. of which said last term, to wit, The second Tuesday of September Seventeen Hundred and Ninety Eight came again into Court the parties aforesaid by their Attorneys aforesaid, And the said John Leatherbury by his Attorney aforesaid defendes the wrong and injury when &c. and said that he did not undertake or promise in manner and form as the said James Bennett hath above complained against him, and of this he puts himself upon the Country &c. and the said James Bennett in like manner &c. Therefore to try the Issue aforesaid between the parties aforesaid, let a Jury thereon appear before our Court on the second Tuesday of April next by whom &c. and who neither &c. to recognize &c. because as well &c. the same day is given to the parties aforesaid, there and then &c. And now here at this day, to wit, the second Tuesday in April in the year of our Lord one thousand seven hundred and Ninety nine Came into Court the parties aforesaid by their Attorneys aforesaid

and the said John Leatherbury saith that he cannot deny the sign actions of the said James Bennett in manner aforesaid against him brought, nor but that he the said John Leatherbury did assume upon himself, or undertake and promise, in manner and form as the said James Bennett above thereof against him complains, nor but that the non performance of the promise and assumption aforesaid, to the sum of Seven hundred and twenty eight pounds nineteen shillings and two pence three farthings Current money as he the said James Bennett above by declaring supposes, Whereupon the said James Bennett by his said Attorney, prays Judgment, and there damages so acknowledged or confessed together with Costs and charges by him about this suit in this behalf laid out and expended, to hinder to be adjudged &c. Therefore it is considered by the Court here that the said James Bennett recover against the said John Leatherbury, as well the said sum of Seven hundred and Twenty Eight pounds nineteen shillings and two pence three farthings Current money above confessed for his damages which he hath sustained by reason of the non performance of the promise and assumption aforesaid, as the quantity of seven hundred and Eighty nine pounds of Tobacco, adjudged by the Court here unto the said James Bennett for his Costs and Charges by him about his suit in this behalf laid out and Expended; and the said John Leatherbury in mercy &c.

Teste James Earle jun. Clk.

Memorandum Judgment was confessed in this action on the 16th day of April 1799 for £728.19.2¾ Current money, with stay of Execution until the last day of the next Court

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John Leatherbury against John Curtis

Be it Remembered that on the fourth day of September in the year of our Lord one thousand seven hundred and Ninety seven John Leatherbury by Benjamin Dashiell Esq: his Attorney prosecuted and sued forth out of the General Court here the writ of the State of Maryland of Capias ad respondendum, directed to the Sheriff of Somerset County in the words and figures and of the Tenor following, to wit

The State of Maryland S. to the Sheriff of Somerset County Greeting

we command you that you take John Curtis late of Somerset County Gentleman if he shall be found in your Bailiwick, and him safe keep, so that you have his body before the Judges of our General Court, to be held at Easton, in Talbot County, the second Tuesday of September instant to answer unto John Leatherbury in a plea of Trespass upon the Case and so forth, Hereof fail not at your peril, and have you then there this Writ, Witness The Honourable Robert Goldsborough Esquire, Chief Judge of our said Court, the Eleventh day of April anno Dom. 1797 Issued the 4 day of September 1797

James Earle jun. Clk.