pounds current money of Maryland, the rent for the last year of the Term aforesaid according to the form and effect of the writing aforesaid, and of this they put themselves upon the Country &c — whereupon further process of and upon the premises, between the parties aforesaid by consent of the said parties and their Attorneys aforesaid and by Order of the Court here thereon, is further continued until the second Tuesday of September next. At which said second Tuesday of September Seventeen hundred and ninety eight, comes again into the General Court here the parties aforesaid, by their Attorneys aforesaid and thereupon the said Jonathan Ogment and Thomas Ogment by their Attorney aforesaid prays that the said Perry Parrott may reply to the answer of the said Jonathan Ogment and Thomas Ogment in the plea aforesaid whereupon it is ruled by the Court here, that the said Perry Parrott reply to the answer of the said Jonathan & Thomas Ogment in the plea aforesaid and if he doth not reply to the answer of the Said Jonathan & Thomas Ogment in the plea aforesaid Judgment will be rendered against him by default, and the Said Perry Parrott by his Said Attorney prays leave of the Court here to imparle until the second Tuesday of April next, to reply to the answer of the said Jonathan Ogment and Thomas Ogment in the plea aforesaid and he hath it, the same day is given to the said Jonathan Ogment and Thomas Ogment there &c — And now at this day, to wit, the Second Tuesday of April seventeen hundred and ninety nine, comes again into the General Court here the parties aforesaid, by their Attorneys aforesaid and the Said Jonathan Ogment and Thomas Ogment say, that they cannot deny the action aforesaid of the said Perry Parrott, nor but that they have broken the Covenant mentioned in the Instrument of writing aforesaid in manner and form as the said Perry Parrott within against them hath complained, nor likewise but that the said Perry Parrott hath sustained damages by reason of the Breach of the Covenant aforesaid, to the sum of three hundred pounds current money, as he the said Perry Parrott above by declaring supposes whereupon the said Perry Parrott by his Attorney aforesaid prays Judgment and the damages above acknowledged together with his Costs & Charges by him about his Suit in this behalf laid out and expended to him to be adjudged and so forth. Therefore it is considered by the Court here that the said Perry Parrott do recover against the said Jonathan & Thomas Ogment as well the sum of three hundred pounds his damages aforesaid in form aforesaid confessed to be sustained by reason of the breach of the Covenant aforesaid, as the sum of quantity of five hundred and eighty nine pounds of Tobacco by the Court here unto him on his absent adjudged for his Costs and charges by him about his Suit within behalf laid out and expended; and the said Jonathan Ogment & Thomas Ogment in mercy &c —

Memorandum. Judgment was confessed in this action on the 19th day of April 1799. for £300 Damages & Costs to be released upon payment of £149.9.5½ with Interest thereon from 1. January 1797 till paid & Costs. But it is agreed that the accounts, papers and proofs of the respective parties in this cause be submitted

to the award and determination of David Kerr, Owen Kennard, William Meloy or any two of them; and if on the examination of the said proofs and papers, the said Referees or any two of them, shall award and determine that the said Jonathan Ogment is entitled to more Credit than are given in the account of the said Perry Parrott, herewith filed and shall render an award for a smaller sum due to the plaintiff than is above stated then the foregoing Judgment shall be released on the payment of the money so awarded with Interest Costs according to the determination of the said Referees, or any two of them — The said determination to be made on or before the first day of August next. and the rule to be expired on 10 days notice. Stay of execution to that time —

Test James Earle Junr Clk.

William Gazzam
William Taylor &
Edward Jones
against
James Willson, junior

{ Be it remembered that heretofore to wit, on the sixth day of July in the year of our Lord Seventeen hundred and ninety nine the said William Gazzam William Taylor and Edward Jones by Nicholas Hammond their Attorney, sued forth out of the General Court here, the writ of the State of Maryland of Capias ad respondendum to the Sheriff of Talbot County directed in the words and figures and of the tenor following to wit —

The State of Maryland Sc. To the Sheriff of Talbot County Greeting: We command you that you take James Willson junior late of Talbot County Merchant 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 next, to answer unto William Gazzam, William Taylor & Edward Jones of a plea of Trespass upon the Case &c. Hereof fail not at your peril and have you then and there this Writ. Witness the Honorable A Golsborough Esquire chief Judge of our said Court the 11. day of April Anno dominie 1799. Issued the 6. day of July 1799. JW.

James Earle Junr Clk

Which said second Tuesday of September in the year of our Lord Seventeen hundred and ninety eight, being the return day of the aforesaid writ comes into the General Court here, the said William Gazzam, William Taylor & Edward Jones by their said Attorney, and the Sheriff of Talbot County aforesaid, to wit, Daniel P. Fox Esquire to whom the aforesaid writ was in form aforesaid directed, makes return to the Court here of the said writ thereon endorsed to wit. "Cepi Corpus. so answers Dan.l P. Fox Shff —

And the said James Willson junior, being called appears in Court here by John Goldsborough junior his Attorney, and thereupon on motion of the said Gazzam, Taylor & Jones by their Attorney aforesaid it is ruled by the Court here, that the said James Willson Junior give special Bail in the plea aforesaid or in default thereof be committed to the