have then and there that writ. At which said second Tuesday of April anno domini Seventeen hundred and ninety eight, came into Court thereon Gustavus Scott by his James Bullitt his Attorney and the Sheriff of Caroline County aforesaid, to whom thereon the writ was directed made return thereof to the Court here thus endorsed, to wit. Copia Delivr. Thompson Shff. And thereon Joseph Douglass Executor as aforesaid, being called appeared in Court here by Nicholas Hammond his Attorney, and defended the force and injury when &c. and prayed leave to imparle unto the second Tuesday of September then next, and liberty it, the same day was given to the said Gustavus Scott then &c. Whereupon said second Tuesday of September anno domini Seventeen hundred and ninety eight, came again into Court the parties by their Attorneys aforesaid. And thereon Gustavus Scott by his Attorney aforesaid Declared against the said Joseph Douglass in the plea aforesaid, as follows, to wit.

State of Maryland Eastern Shore Caroline County, to wit. Joseph Douglass late of Caroline County Gentleman, Executor of the last Will and Testament of John Smoot deceased was attached to answer unto Gustavus Scott in a plea of Trespass on the case &c. And whereupon the said Gustavus Scott by Thomas James Bullitt his Attorney, complains that whereas the said John Smoot in his lifetime after the first day of May in the year of our Lord Seventeen hundred and five to wit, on the first twenty fourth day of March in the year of our Lord Seventeen hundred and ninety three at the County aforesaid made his certain Note in writing, called a promissory Note with his proper hand and name thereto subscribed bearing date the same day and year last aforesaid and the same Note to the said Scott did then and there deliver, and by the same Note promised to pay or cause to be paid, to the said Gustavus Scott or his Order for value of him received the sum of one hundred and forty eight pounds fifteen shillings current money of Maryland in fifteen months from the date of the said Note without Interest, by reason whereof by force of the Statute in such case made and provided, the said John Smoot in his lifetime became liable to pay to the said Gustavus Scott the said sum of money according to the Tenor & effect of the said Note; and so being liable he the said John Smoot in his lifetime, afterwards to wit on the said day and year last aforesaid, at the County aforesaid upon himself assumed and unto the said Gustavus Scott then and there faithfully promised to pay to the said Gustavus Scott the aforesaid sum of money according to the Tenor and effect of the said Note. Nevertheless the said John Smoot in his lifetime, and the said Joseph Douglass after the death of the said John Smoot the promise and assumption aforesaid, of the said John Smoot in form aforesaid made not regarding his said promise and assumption aforesaid, but craftily and subtilly to deceive and defraud the said sum of money or any part thereof to the said Gustavus Scott yet have not paid nor him for the same in manner and form or satisfied, nor hath either of them paid him the said sum of money, or any part thereof or him for the same in any manner contented or satisfied (altho so to do the said John Smoot in his lifetime afterwards to wit, on the day of in the year of our Lord Seventeen hundred ninety and, and the said Joseph Douglass after the death of the said John Smoot, to wit on the day of in the year of our Lord Seventeen hundred and ninety & often since that time at the County aforesaid were requested)

but the same sum of money or any part thereof to pay to the said Gustavus Scott, or him for the same in any manner to content or satisfy he the said John Smoot in his lifetime, and the said Joseph Douglass after the death of the said John Smoot hitherto altogether have refused and each of them hath refused, and the said Joseph Douglass yet doth refuse to pay the said to the said Gustavus Scott to the damage of the said Gustavus Scott three hundred pounds current money of Maryland, and therefore he brings this suit &c.

Thos J. Bullitt for the plff. pledges &c. John Doe and Richard Roe

And thereupon on motion of the said Gustavus Scott by his Attorney aforesaid, it was ruled by the Court, that the said Joseph Douglass Executor as aforesaid answer to the Declaration in the plea aforesaid or Judgment would be rendered against him by default: and the said Joseph Douglass Executor as aforesaid, by his Attorney aforesaid defended the force and injury when &c. and prayed leave to imparle until the second Tuesday of April next and he had it, the same day was given to the said Gustavus Scott then &c. And now here, to wit, the second Tuesday of April anno domini Seventeen hundred and ninety nine, came again into Court, the parties by their Attorneys aforesaid. And the said Joseph Douglass Executor as aforesaid, by his Attorney aforesaid ~~aforesaid~~ saith that he cannot deny the action aforesaid, nor that he ~~said~~ ~~undertake nor promise in manner~~ the said John Smoot in his lifetime did undertake and promise in manner and form as the said Gustavus Scott above thereof complains, nor likewise that the said Gustavus Scott hath sustained damages by reason of the non performance of the promise and assumption aforesaid to the sum of three hundred pounds current money, as the said Gustavus Scott above by declaring supposes. Therefore it is considered by the Court here, that the said Gustavus Scott recover against the said Joseph Douglass as well the said sum of three hundred pounds current money above confessed for his damages which he hath sustained by reason of the nonperformance of the promise and assumption aforesaid, as the quantity of one hundred and forty three pounds of Tobacco for his Costs and charges by him about his suit in this behalf laid out and expended; to be levied of the goods and chattels which were of the said John Smoot at the time of his death, in the hands of the said Joseph Douglass remaining to be administered, inasmuch thereof in his hands to be administered he hath, and inasmuch thereof in hands he hath not then the Costs and charges aforesaid, to be levied of the proper goods and chattels of the said Joseph Douglass; and the said Joseph Douglass in mercy &c. James Earle Junr Clk

Judgment was confessed in this action on the 19th of April 1799 for £300 Damages &c. to be released on the Payment of £118.15. with Interest thereon from 26th June 1796. till paid and Costs. Stay of Execution till paid Costs. Stay of Execution till next Term.

John Dawson

against

Elizabeth Alcock

Adm. Thos Alcock

Be it remembered that the plaintiff in this cause by Nicholas Hammond his Attorney prosecuted and said faith of and upon a Judgment in the Court here rendered, the following