the second Tuesday in April seventeen hundred and ninety nine, came again into Court the parties aforesaid by their Attorneys aforesaid. And thereupon Lowes & Hitch by their Attorney aforesaid, defend the force and injury when &c. and say that they cannot gainsay the action aforesaid, nor can they deny that they owe to the said Andrew Adams the aforesaid three hundred and thirty two pounds current money of Maryland in manner & form as the said Andrew Adams above against them hath complained. Therefore it is considered by the Court here that the said Andrew Adams recover against the said Lowes & Hitch, as well the said sum of three hundred and thirty two pounds current money his debt aforesaid in form aforesaid acknowledged, as the quantity of six hundred and forty two pounds of Tobacco, for his Damages which he hath sustained, as well by reason of the detention of the said debt as for his Costs and charges by him about his suit in this behalf expended, and the said Lowes & Hitch in mercy &c.—

James Earle Humbleton

Judgement April the 8th 1799. for Penalty & Costs: The release on payment of principal, Interest & Costs. payments if any to be allowed, Stay of Execution till next Court.—

Andrew Buchanan against Alexander Douglass

Be it remembered that on the sixteenth day of June 1797 Commission was given to the Sheriff of Dorchester County to take Alexander Douglass 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 for the Eastern Shore of this State at Easton the second Tuesday in September then next to answer unto Andrew Buchanan of a plea of Trespass upon the case and so forth. At which said second Tuesday in September seventeen hundred and ninety seven, being the day of the return of the aforesaid writ, came into Court the said Andrew Buchanan by William Bond Martin his Attorney, and the Sheriff of Dorchester County, to whom the said writ was directed made return thereof thereon indorsed to wit "Cepi Corpus Stiff." And the said Alexander Douglass by Isaiah Bayly his Attorney appeared in Court here, and defended the force and injury when &c. and prayed leave to imparle until the second Tuesday in April then next and he had it thereon day was given to the said Andrew Buchanan then &c. At which said second Tuesday in April seventeen hundred and ninety eight, came again into Court the parties by their Attorneys aforesaid. And the said Alexander Douglass by his Attorney aforesaid prayed that the said Andrew Buchanan might be ruled to declare against the said Alexander Douglass on or before the second Tuesday in September then next or that Judgment by default thereof against the said Andrew Buchanan might be rendered and it was granted unto him the same day was given to the said Alexander Douglass then &c. At which said second Tuesday in September seventeen hundred and ninety eight came again into our said Court the parties by their Attorneys aforesaid. And the said Andrew Buchanan by his Attorney aforesaid declared against the said Alexander Douglass in the plea aforesaid as follows to wit, Eastern Shore of Maryland, Dorchester County, to wit, Alexander Douglass late of Dorchester County, was attached to answer unto Andrew Buchanan of a plea of Trespass upon the case and so forth. And whereupon the same Andrew by William Bond Martin his Attorney complains that whereas on the eleventh day of April

in the year of our Lord seventeen hundred and ninety four, at the County aforesaid the said Alexander was indebted unto the said Andrew in the sum of three hundred and nine pounds nineteen shillings and nine pence current money of Maryland, for divers goods wares & merchandizes before that time sold and delivered by the said Andrew to the said Alexander, at his special instance and request, and so therein indebted being the said Alexander in consideration thereof afterwards to wit, on the same day and year aforesaid, at the County aforesaid upon himself assumed and unto the said Andrew then and there faithfully promised to pay to the said Andrew the aforesaid sum of money whenever after he should be thereto required. And whereas also afterwards to wit, on the same day and year aforesaid, at the County aforesaid, the said Andrew had before that time sold & delivered to the said Alexander at his like special instance and request, divers other goods wares & merchandizes, the said Alexander in consideration thereof afterwards to wit, on the same day and year aforesaid at the County aforesaid upon himself assumed and unto the said Andrew then and there faithfully promised to pay to the said Andrew for the goods wares & merchandizes last above mentioned, as much current money of Maryland as the said goods wares and merchandizes last above mentioned were at the time of the sale and delivery thereof reasonably worth at the sale and delivery thereof whenever after he should be thereto required. And the said Andrew in fact says that the said goods wares & merchandizes last above mentioned were at the time of the sale and delivery thereof reasonably worth one other sum of three hundred and nine pounds nineteen shillings and nine pence current money of Maryland to wit, at the County aforesaid of which the said Alexander then and there had notice — Nevertheless the said Alexander his several promises and assumptions aforesaid in form aforesaid made (not regarding but minding & fraudulently intending the said Andrew in this behalf craftily and subtilly to deceive and defraud) the said several sums of money or any part thereof unto the said Andrew yet hath not paid, altho' he the said Alexander by the said Andrew on the said day and year aforesaid, and often since that time at the County aforesaid, was requested; but the said sums of money or any part thereof to pay to the said Andrew, the said Alexander hitherto altogether hath refused and still doth refuse to the damage of the said Andrew one thousand pounds current money of Maryland, and therefore he doth bring suit &c.

Mr. B. Martin for Plff. — pledges &c. John Doe, Rich. Roe

And the said Andrew Buchanan by his Attorney aforesaid prayed that the said Alexander Douglass might be ruled to file his plea in answer to the Declaration aforesaid on or before the second Tuesday in April then next or that Judgment by default thereof against the said Alexander Douglass might be rendered, and it was granted unto him the same day was given to the said Andrew Buchanan then &c. And now here, to wit, the second Tuesday in April seventeen hundred and ninety nine, came again into Court the parties aforesaid by their Attorneys aforesaid. And the said Alexander Douglass by his Attorney aforesaid, defends the force and injury when &c. and saith that he cannot gainsay the action aforesaid, nor can he deny that he owes to the said Andrew Buchanan the sum of five hundred and fifty pounds current money, nor that he did assume upon himself in manner and form as the said Andrew Buchanan above against him hath complained. Therefore it is considered by the Court here that the said Andrew Buchanan recover against the said Alexander Douglass as well the said sum of five hundred & fifty