hand writing being thereunto subscribed, bearing date the same day and year aforesaid and then and there delivered the said note to the said George Hill and thereby promised to pay to the said George Hill or Order Sixty days after date thereof, Two thousand Dollars for value received And the said George afterwards and before the payment of the said note and also before the time limitted for the payment thereof, to wit, on the day and year aforesaid at the County aforesaid endorsed the said note his own proper hand writing being thereto subscribed and by that endorsement appointed and directed the Contents of the said Note to be paid to the said Daniel and then and there delivered the said note him: of which Indorsement the said William then and there had Notice: And the said Daniel avers that afterwards at the expiration of the Sixty days in the said Note mentioned, to wit, on the nineteenth day of March in the year aforesaid at the County aforesaid he shewed and presented the said note so Indorsed to the said William and then and there requested payment thereof but the said William did not then, or at any time since, pay the same or any part thereof to the said Daniel but hath hitherto wholly refused and still refuses to pay the same to him, of all which premises the said George Hill on the day and year last mentioned at the County aforesaid had notice. By reason whereof and by force of the Statute in such case made and provided, the said George became liable to pay to the said Daniel the said sum of money contained in the said note, according to the tenor and effect thereof and the Indorsement aforesaid whenever afterwards he should be thereto required And the said George being so liable he the said George in consideration thereof afterwards, to wit, on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said Daniel to pay him the said sum of money contained in the said note according to the tenor and effect of the said note & the Indorsement aforesaid whenever afterwards he should be thereto required And Whereas the said George afterwards, to wit on the day and year aforesaid, at the County aforesaid, was indebted to the said Daniel in other sum of one thousand pounds current money, for money by the said Daniel before that time lent and advanced to the said George and at his special Instance and request; and being so indebted he the said George in consideration thereof afterwards, to wit on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said Daniel to pay him the said last mentioned sum of money when he the said George should be

(thereto)



thereto afterwards requested. Nevertheless the said George not regarding his said promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Daniel hath not as yet paid the aforesaid several sums of money, or any part thereof, to the said Daniel (altho oft to do, the said George was requested by the said Daniel afterwards to wit on the day and year aforesaid and often afterwards to wit at the County aforesaid) but to do this the said George hath hitherto altogether refused and still refuses so to do; to the damage of the said Daniel Two thousand pounds current money and thereof he brings suit, &c.

J Winchester atty for Plaintiff.

At which mentioned second Tuesday of May being the eighth day of the same Month, in the year of our Lord, one thousand seven hundred and ninety eight; And the day of the return of the aforegoing writ, comes into the General Court here, the aforesaid Daniel Jaderbone by James Winchester his Attorney aforesaid; And the Sheriff of Baltimore County aforesaid, to wit, Cornelius H. Gist, Gentleman, to whom the said aforegoing Writ was in form aforesaid directed, likewise comes and makes return thereof, to the Court here, thus endorsed, to wit.

"Cepi Copy served 3 April Bail piece & Power J. P. B. Cornelius H. Gist Shff."

And the said George Hill by James P. Boyd his Attorney appears in Court here, And thereupon on motion of the aforesaid Daniel Jaderbone by his Attorney aforesaid, It is ruled by the Court here, that the said George Hill give Special bail to the Action aforesaid in the plea aforesaid, Whereupon the said George Hill by his Attorney aforesaid, files in Court here the following Bail piece, to wit

Daniel Jaderbon against George Hill.

You John Carruthers and William Buchlay do jointly and severally acknowledge yourselves special bail for George Hill at the suit of Daniel Jaderbon in an action of a plea of Trespass upon the case and so forth brought by the said Daniel Jaderbon against the said George Hill in the General Court for the Western Shore, to be held in the City of Annapolis, the second Tuesday in May next, They acknowledge themselves content therewith this 4th day of April seventeen hundred and ninety eight.

acknowledged before Geo. Buchanan James Alcock

I George Hill empower, authorise and appoint James Piller Boyd Esquire, to appear for me in the above Action. Given under my hand and seal, this fourth day of April seventeen hundred and ninety eight.

Witness James Hope. Geo: Hill (seal)

(to the)