John Hunter Esquire Sheriff — William Gilfon Clk

Among other were the following proceedings to Wit

Walter Jenkins surviving partner of Walter Jenkins and Thomas Cockran against Thomas Neilson and John Hanna

Be it remembered that heretofore To Wit on the eighth day of March in the year of our Lord one thousand eight hundred and eight the said Walter Jenkins surviving partner of Walter Jenkins and Thomas Cockran by William H. Winder his attorney prosecuted and sued forth out of the County Court here the writ of the State of Maryland of Capias ad respondendum directed to the Sheriff of Baltimore County in the words and of the Tenor following To Wit State of Maryland to the Sheriff of Baltimore County greeting We command you that you take Thomas Neilson and John Hanna late of Baltimore County Merchants if they shall be found in your Bailiwick and that them so taken you safely keep so that you have their bodies before the Judges of Baltimore County Court at the Court house in the same County on the fourth monday in march instant to answer unto Walter Jenkins surviving partner of the late firm of Walter Jenkins and Thomas Cockran of a plea of trespass on the case and so forth Sheriff fail not at your peril and have you then there this Writ Witness Joseph H. Nicholson Esquire Chief Judge of our said Court the 5th day of December in the year of our Lord Eighteen hundred and seven

W. H. W. Issued the 8th day of march 1808. — Wm Gilfon Clk.

And the said Walter Jenkins surviving partner as aforesaid by his attorney aforesaid on the day of prosecuting and suing forth of the aforesaid Writ declared against the said Thomas Neilson and John Hanna in the plea aforesaid in form following To Wit Baltimore County So Thomas Neilson and John Hanna late of Baltimore County merchants were attached to answer Walter Jenkins surviving partner of the late firm of Walter Jenkins and Thomas Cockran of a plea of Trespass on the case &c and whereupon the said Walter by W. H. Winder his attorney complains that whereas the said Thomas and John carrying on trade and commerce in the City of Baltimore under the firm and name of Thomas Neilson &c. on the fourth day of october in the year of our Lord Eighteen hundred and seven to Wit at the County aforesaid made and signed under their copartnership name and firm to Wit Thomas Neilson &c. their certain note in writing commonly called a promissory note bearing date the same day and year aforesaid and then and there delivered the said note to the said Walter Jenkins & company and thereby promised

to pay to the said Walter Jenkins & company by their copartnership name and firm of Thomas Neilson & company or order three hundred and forty nine dollars and thirty eight cents nine months after date for value received by them the said Thomas and John by reason of which said premises and by force of the Statute in such case made and provided the said Thomas and John became liable to pay to the said Walter Jenkins and Thomas Cockran the said sum of money mentioned in the note according to the Tenor and effect thereof and being so liable they the said Thomas and John in consideration thereof afterwards to Wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said Walter Jenkins and Thomas Cockran to pay them the said sum of money mentioned in the said note according to the Tenor and effect of the said note and whereas the said Walter Jenkins and Thomas Cockran afterwards to Wit on the day and year aforesaid at the County aforesaid accounted together with the said Thomas and John of and concerning divers other sums of money before that time due and owing from the said Thomas and John to the said Walter Jenkins and Thomas Cockran and then being in arrear and unpaid and upon that account they the said Thomas and John were then and there found in arrear to the said Walter Jenkins and Thomas Cockran in another large sum of money to Wit the sum of other three hundred and forty nine dollars and thirty eight cents of like current money and being so found in arrear they the said Thomas and John in consideration thereof afterwards to Wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said Walter Jenkins and Thomas Cockran to pay them the said last mentioned sum of money when they the said Thomas and John should be thereunto afterwards requested Nevertheless the said Thomas and John have not yet paid the aforesaid several sums of money or either of them or any part thereof to the said Walter Jenkins & Thomas Cockran in the life time of said Thomas or to the said Walter since the death of the said Thomas although so to do the said Thomas and John were requested by the said Walter Jenkins and Thomas Cockran afterwards to Wit on the day and year aforesaid and often afterwards to Wit at the County aforesaid but to pay the same to the said Thomas and John to the said Walter and Thomas in the life time of the said Thomas or to the said Walter since his death have hitherto altogether refused and do still refuse so to do to the damage of the said Walter six hundred and ninety eight dollars like current money and thereupon he brings suit and &c. W. H. Winder attorney for Plaintiff pledges for prosecution — John Doe. Richard Roe.