delivered the said note to Josias Pennington and thereby promised to pay
to the said Josias or order the sum of Twelve hundred dollars ninety
days after date of said note for value received by him the said
Engelhard and the said Josias to whom and to whose order the
payment of the said sum of money mentioned in the said note was
to be made afterwards and before the payment of the said sum
of money mentioned in the said note or any part thereof and also
before the time appointed by the said note for the payment thereof
to wit on the same day and year aforesaid at the County aforesaid
Endorsed the said note to Robert Long his own proper hand
writing being thereunto subscribed and by that Endorsement he
the said Josias appointed the contents of the said note to be paid to the
said Robert and then and there delivered the said note so endorsed
to the said Robert and the said Robert to whom or to whose
order the payment of the said sum of money mentioned in the said
note was to be made afterwards and before the payment of the
said sum of money mentioned in the said note or any part thereof
and also before the time appointed by the said note for the payment
thereof to wit on the same day and year aforesaid at the County
aforesaid endorsed the said note his own proper hand writing
being thereunto subscribed and by that Endorsement he the
said Robert appointed the Contents of the said note to be paid
to the said John and then and there delivered the said note so endorsed
to the said John of which said several Endorsements he the said
Engelhard afterwards to wit on the same day and year aforesaid
at the County aforesaid had notice and the said John doth aver
that afterwards at the Expiration of the said ninety days in the
said note mentioned to wit on the Twenty third day of March in

the year Eighteen hundred and seven at the County aforesaid he the said
John shewed and presented the said note with the said several Endorsements
so made thereon as aforesaid to the said Engelhard and then and there
requested the said Engelhard to pay him the said John the said sum
of money mentioned in the said note according to the tenor and Effect
of the said note and of the said several Endorsements so made thereon
as aforesaid But the said Engelhard did not when the said note
was so shewn and presented to him as aforesaid or at any other time
pay the said sum of money in the said note mentioned or any part thereof
to the said John but then and there wholly refused to pay the same
of all which premises he the said Josias afterwards to wit on the same
day and year aforesaid at the County aforesaid had notice by
reason of which premises and by force of the Statute in such case made
and provided the said Josias then and there become liable to pay
to the said John the said sum of money mentioned in the said
note according to the tenor and effect of the said note and of
the said several Endorsements so made thereon as aforesaid
when he should be thereto afterwards requested and being so
liable he the said Josias in consideration thereof afterwards to wit
on the same day and year aforesaid at the County aforesaid
undertook and faithfully promised the said John to pay him
the said sum of money mentioned in the said note according to the
Tenor and effect of the said note and of the said several endorsements
so made thereon as aforesaid and whereas the said Josias afterwards
to wit on the same day and year aforesaid at the County aforesaid
was indebted to the said John in another large sum of money
to wit the sum of Twelve hundred dollars current money of Maryland
for money by the said Josias before that time had and received for the