second Tuesday of October next to answer unto the Maryland Insurance Company in a plea of trespass on the case and so forth. Hereof fail not at your peril and have you then and there this writ Witness the honourable Jeremiah Townley Chase Esquire Chief Judge of the said Court the twenty first day of August in the year of our Lord one thousand eight hundred and four

S.P. Issued the twelfth day of September 1804 Jno Gwinn Clk.

And the said Maryland Insurance Company by their Attorney aforesaid, on the day of prosecuting and suing forth the said writ, declared in the said General Court against the said Henry Mesonnier and Lewis Pascault in the plea aforesaid as follows, towit, Western Shore of Maryland, General Court, Baltimore County ss. Henry Mesonnier late of Baltimore County Merchant and Lewis Pascault late of the same County Merchant were attached to answer unto the Maryland Insurance Company in a plea of trespass on the case and so forth and whereupon the said Maryland Insurance Company by John Parviance their Attorney Complain that whereas the said Henry Mesonnier and Lewis Pascault on the fifteenth day of December in the year of our Lord eighteen hundred and three, at Baltimore, towit, at the County aforesaid made their certain joint note in writing commonly called a promissory note their names in their own respective proper hands writing being thereunto subscribed, bearing date the same day and year aforesaid and then and there delivered the said note to the said Maryland Insurance Company, and thereby six Months after the date thereof, promised to pay to the said Maryland Insurance Company, or order negotiable at the Bank of Maryland, Twenty seven hundred and thirty Dollars and no Cents for value received by them the

said Henry Mesonnier and Lewis Pascault by reason whereof and by force of the Statute in such Case made and provided the said Henry Mesonnier and Lewis Pascault then and there became liable to pay to the said Maryland Insurance Company the said sum of Money mentioned in the said Note according to the tenor and effect of the said Note and the said Henry Mesonnier and Lewis Pascault being so liable they the said Henry Mesonnier Lewis Pascault in Consideration thereof afterwards, towit, on the day and year aforesaid at the County aforesaid undertook and faithfully promised the said Maryland Insurance Company 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 Henry Mesonnier and Lewis Pascault afterwards towit, on the eighteenth day of June in the year eighteen hundred and four, at the County aforesaid were indebted to the said Maryland Insurance Company in another sum of Money towit, the sum of other twenty seven hundred and thirty Dollars Current Money of Maryland for Money by the said Maryland Insurance Company before that time lent and advanced to the said Henry Mesonnier and Lewis Pascault and at their special instance and request and being so indebted that the said Henry Mesonnier and Lewis Pascault in Consideration thereof afterwards, towit, on the same day and year last aforesaid at the County aforesaid undertook and faithfully promised the said Maryland Insurance Company to pay them the said last mentioned sum of Money, when they the said Henry Mesonnier and Lewis Pascault should be thereto afterwards requested. And whereas the said Henry Mesonnier and Lewis Pascault afterwards, towit, on the same day and year last aforesaid at the County aforesaid were indebted to the said Maryland Insurance Company in another sum of twenty seven hundred and thirty Dollars of like Current Money aforesaid for money