Gor. Wm. John Wallace } Command was given to the Sheriff of Cecil County that
a } he should take Henry Baker late of Cecil County Merchant
Hen. Jno. Henry Baker } if he should be found in his Bailiwick, and him should safe
keep so that he might have his Body before the Justices of
of our Provincial Court to be held at Annapolis on the second Tuesday of September then
next to Answer unto John Wallace of a plea of Trespass on the Case &c so forth. And
that thereof he the said Sheriff should not fail and so forth.—
At which said second Tuesday of September to wit the Day of the same Month Anno Domini
1765 being the Day of the Return of the aforegoing Writ Comes the said John Wallace by
Charles Gordon his Attorney as the Sheriff of Cecil County to whom the same Writ was
Directed likewise comes and makes Return thereof to the Court here thus Endorsed to wit.

Cepi Corpus. Will: Baxter Shff

And the said John Wallace by his Attorney aforesaid Declared against the said Henry
Baker in the plea aforesaid as follow to wit. Maryland ss. Henry Baker late of
Cecil County Merchant was attached to answer unto John Wallace of a plea of Trespass
upon the Case &c so forth. And Whereupon the said John by Charles Gordon his Attorney
Complains that whereas the aforesaid Henry on the twentieth Day of August in the Year
seventeen hundred and sixty three at Cecil County aforesaid was indebted unto the said
John in the Sum of seventy three pounds six shillings and eight pence Current Money
for sundry matters properly chargeable in account as by a particular Account thereof here-
with brought into Court may appear and being so thereof indebted the aforesaid Henry
afterwards to wit on the Day and Year aforesaid at the County aforesaid in consideration
thereof upon himself assumed and to the said John then and there faithfully promised
that he the said Henry the aforesaid Sum of Money to him the said John when afterwards
he should be thereunto required would well and truly Content and Pay And whereas the
said Henry on the said twentieth Day of August in the Year seventeen hundred and sixty
three at Cecil County aforesaid was indebted to the said John in other seventy three
pounds six shillings and eight pence Current Money of like Current Money for so much
Money before that time had and received by the said Henry to and for the use of the
said John and being so indebted the said Henry afterwards to wit on the Day and Year
aforesaid at the County aforesaid in consideration thereof undertooke and then and there
faithfully promised the said John that he the said Henry would well and truly pay to him
the said John the said last mentioned Sum of seventy three pounds six shillings and eight
pence Current Money aforesaid when he the said Henry should afterwards be thereunto
required And whereas the said Henry on the said twentieth Day of August in the Year
seventeen hundred and sixty three at Cecil County aforesaid was indebted to the said
John in other seventy three pounds six shillings and eight pence Current Money
aforesaid for so much Money by the said John before that time laid out Expended and
paid for the said Henry at his special Instance and request and being so thereof indebted

the

the said Henry afterwards to wit, on the Day and Year aforesaid at the County aforesaid in consi-
deration thereof undertook and then and there faithfully promised the said John that he the said
Henry would well and truly pay the said seventy three pounds six shillings and eight pence Current
Money aforesaid to the said John when afterwards he should be thereunto requested And whereas
the aforesaid Henry afterwards to wit on the said twentieth Day of August in the Year seventeen
hundred and sixty three at Cecil County aforesaid was indebted to the said John in other seventy three
pounds six shillings and eight pence Current Money aforesaid for the like Sum of Money by the
said John at the special instance and request of the said Henry before that time to the said Henry
Lent and advanced and being so thereof indebted the said Henry in consideration thereof afterwards
to wit on the Day and Year aforesaid at the County aforesaid undertook and then and there
faithfully promised the said John to pay him the said seventy three pounds six shillings and eight
pence Current Money aforesaid when he should be thereunto required Nevertheless the said
Henry not regarding his said several promises undertakings and assumptions so made as
aforesaid But contriving and fraudulently intending to deceive and defraud the said John in
this Behalf hath not paid to him the said several Sums of Money or any of them or any part
of either of them altho to pay the same to him the said John he the said Henry afterwards
to wit on the same Day and Year aforesaid at the County aforesaid was requested by the
said John. But the said Henry to pay the same to him hath altogether refused and still doth
yet refuse to the Damage of him the said John in the sum of two hundred pounds Current
Money aforesaid and thereof he bringeth suit and so forth. Pledges John Doe & Rich. Roe
And the said Henry Baker by James Hollyday Comes and defends the force and Injury
when and so forth. and prays leave to Imparle hereunto until next Court and he hath it.
And the same Day is given to the Plaintiff also — At which said next Court to wit,
the second Tuesday of April Anno Domini 1764 Come as well the said Plaintiff by his
Attorney aforesaid as the said Defendant by his Attorney aforesaid and the said De-
fendant by his said Attorney prays further leave to Imparle hereunto until next Court
and he hath it and the same Day is given to the plaintiff also — At which said next
Court to wit the second Tuesday of September Anno Domini 1764 Come again the said
parties Plaintiff and Defendant by their Attornies aforesaid And the said Defendant
by his said Attorney prays further leave to Imparle hereunto until next Court and he
he hath it and the same Day is given to the plaintiff also — At which said next Court
to wit the second Tuesday of April Anno Domini 1765 Come again the said parties
plaintiff and Defendant by their Attornies aforesaid and the said Defendant by his said
Attorney prays further leave to Imparle hereunto until next Court and he hath it and
the same Day is given to the plaintiff also — At which said next Court to wit the second
Tuesday of September Anno Domini 1765 Come again the said parties Plaintiff and
Defendant by their Attornies aforesaid and the said Defendant by his said Attorney
Prays further leave to Imparle hereunto until next Court and he hath it and the same Day
is given to the plaintiff also — At which said next Court to wit the second Tuesday of
April Anno Domini 1766 Come again the said parties Plaintiff and Defendant

By