December Term 1831.

Thomas Price
vs
William D Harrison

Be it remembered that heretofore towit on the twenty second day of February in the year of our Lord one thousand eight hundred and eight the said Thomas Price by Henry A Chapman his attorney prosecuted and sued forth out of the county court here the writ of State of Maryland of capias ad respondendum directed to the Sheriff of Charles county in the words following towit. Charles county towit, The State of Maryland to the Sheriff of Charles county Greeting. We command you that you take Theophilus Hargraves and William D Harrison late of Charles county Gentlemen if they shall be found in your bailiwick, and them safe keep so that you have their bodies before the Judges of our next county court to be held at Charles Town in and for Charles county aforesaid on the third Monday in March next to answer unto Thomas Price 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 John Mackall Gantt Esq Chief Judge of our said Court at Charles Town aforesaid the 26th day of August Anno Domini 1807. Issued the 22nd day of Feby 1808.

(C D) John Barnes Clk.

And the said Thomas Price on the day of prosecuting and suing forth the said writ declared in court here against the said Theophilus Hargraves and William D Harrison in the plea aforesaid as follows towit: Charles county towit. Theophilus Hargraves and William D Harrison late of Charles county Gentlemen were attached to answer unto Thomas Price in a plea of trespass upon the case and so forth, and whereupon the said Thomas Price by Clement Dorsey his attorney complains that whereas the said Theophilus Hargraves and William D Harrison on the twenty third day of September in the year of our Lord one thousand eight hundred and seven at Charles county aforesaid made their certain note in writing commonly called a promissory note, their own proper hands being thereto subscribed, bearing date the day and year aforesaid and did thereby on demand promise to pay to a certain Wilfred Nottingham his heirs or assigns the sum of two hundred and sixty dollars for value of him received, and then and there delivered the said note to the said Wilfred Nottingham. And the said Wilfred Nottingham towhom 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 contained in the said note or any part thereof, that is to say, on the fourth day of January in the year of our Lord one thousand eight hundred and eight at the county aforesaid endorsed the said note his own proper hand being

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thereon subscribed and by that endorsement the said Wilfred Nottingham appointed the contents of the said note to be paid to the said Thomas Price and then and there delivered the said note so endorsed to the said Thomas Price of which said endorsement so made on the said note as aforesaid the said Theophilus Hargraves and William D Harrison afterwards that is to say on the day and year aforesaid at the county aforesaid had notice by reason whereof and also by force of the Statute in such case made and provided the said Theophilus Hargraves and William D Harrison became liable to pay unto the said Thomas Price the said sum of money mentioned in the said note according to the tenor and effect of the said note and of the said endorsement so made thereon as aforesaid, and being so liable they the said Theophilus Hargraves and William D Harrison in consideration thereof, afterwards towit on the same day and year aforesaid at the county aforesaid undertook and then and there faithfully promised the said Thomas Price 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 endorsement so made thereon as aforesaid, and when they should be thereunto afterwards requested. And whereas also afterwards towit, on the same day and year aforesaid at the county aforesaid the said Theophilus Hargraves and William D Harrison was indebted unto the said Thomas Price in another sum of two hundred and sixty dollars for the like sum of money by the said Theophilus Hargraves and William D Harrison before that time had and received to and for the use of the said Thomas Price and being so indebted the said Theophilus Hargraves and William D Harrison in consideration thereof afterwards towit, on the same day and year aforesaid at the county aforesaid at the county aforesaid undertook and then and there faithfully promised the said Thomas Price to pay him the said last mentioned sum of money when afterwards they should be thereunto requested. Nevertheless the said Theophilus Hargraves and William D Harrison although often thereunto requested by the said Thomas Price that is to say on the day and year last aforesaid and often afterwards at the county aforesaid have not nor hath either of them yet paid the said several sums of money or either of them or any part of either of them to the said Thomas Price but to pay the same several sums of money or either of them or any part of either of them to the said Thomas Price they the said Theophilus Hargraves and William D Harrison have hitherto wholly refused and still do refuse to the damage of the said Thomas Price in the sum of five hundred dollars current money, and therefore he brings suit and so forth.

Clement Dorsey for plff. Pledges &c John Doe & Richard Roe