At which said first Monday in April being the second day of the same month in the year of our Lord one thousand eight hundred and twenty seven, and the day of the return of the aforegoing writ come into Court here the said William D Digges by his attorney aforesaid and the Sheriff of the County aforesaid to show the said writ was in form aforesaid directed, and makes return thereof to the Court here thus endorsed to wit, "Ex'd George Summers Shff" And the said William N Dorsett by Henry D Chapin Esquire his attorney — And thereupon on motion of the said William N Dorsett by his attorney aforesaid it is ruled by the Court here that the said William D Digges declare against the said William N Dorsett in the plea aforesaid, and if the said William D Digges doth not declare against the said William N Dorsett in the plea aforesaid judgment by the Court here will be rendered against him in default. And thereupon the said William D Digges declares in Court here against the said William N Dorsett in the plea aforesaid as follows to wit:

State of Maryland, Prince Georges County to wit, William N Dorsett late of said County Gentleman was attached to answer unto William Dudly Digges in a plea of trespass on the case and so forth. And whereupon the said Plaintiff by Clement Cox his attorney complains that whereas heretofore to wit, on the twelfth day of December in the year of our Lord eighteen hundred and twenty five at the County aforesaid one Philip V Weems made and drew his certain note in writing commonly called a promissory note his own proper hand writing being thereunto subscribed, bearing date the day and year aforesaid, and thereby in six months after the date thereof promised to pay the said Defendant by the name of William N Dorsett or order the full and just sum of twenty seven hundred and sixteen dollars for value received with interest thereon from the date thereof, and then and there delivered the said note to the said William N Dorsett, and the said William N Dorsett to show or to whose order the payment of the said sum of money in the said note mentioned was to be made, afterwards and before the payment thereof and before the time limited in the said note for the payment thereof, to wit, on the day and year aforesaid at the County aforesaid, endorsed the said note his own proper hand writing being thereon subscribed, and thereby ordered and appointed the said sum of money in the said note mentioned to be paid to one Joseph H Wilson and then and there delivered the said note so endorsed to the said Joseph H Wilson and the said Joseph H Wilson afterwards and before the payment — of the said sum of money in the said note mentioned and before the time in the said note limited for the payment thereof to wit, on the

same day and year aforesaid, at the County aforesaid, endorsed the said note, his own hand writing being thereon subscribed, and thereby ordered and appointed the said sum of money in the said note mentioned to be paid to the said plaintiff, and then and there delivered the said note so endorsed to the said plaintiff, of which said endorsement made as aforesaid on the said note, the said Defendant afterwards to wit, on the day and year aforesaid at the County aforesaid had notice. And the said plaintiff avers that afterwards and after the expiration of the said time limited in the said note for the payment thereof, to wit, on the fifteenth day of June in the year Eighteen hundred and twenty six at the County aforesaid the said plaintiff shewed and presented the said note with the endorsement so made thereon as aforesaid to the said Philip V Weems and then and there required the said Philip V Weems to pay the same, but the said Philip V. Weems did not then or at any time since pay the same or any part thereof to the said plaintiff, but then and there wholly refused so to do, of all which premises the said defendant afterwards to wit, on the day and year aforesaid at the County aforesaid had notice. By reason whereof and by force of the Statute in such case made and provided, the said defendant became liable to pay the said sum of money in said note mentioned to the said plaintiff according to the tenor and effect of the same and the said endorsements thereon, and being so liable in consideration thereof then and there undertook and promised to pay the same to the said plaintiff according to the tenor and effect thereof and the endorsements thereon whenever afterwards he should be thereto requested. And whereas the said defendant afterwards to wit, on the same day and year aforesaid at the County aforesaid was indebted unto the said plaintiff in another sum of three thousand dollars like money for the like sum of money by the said plaintiff to and for the use of the said defendant before that time paid laid out and expended at the special instance and request of the said defendant and for other money by the said plaintiff before that time lent and advanced to the said defendant at his special instance and request, and for other money by the said defendant before that time had and received to the use of the said plaintiff and being so indebted the said Defendant in consideration thereof, afterwards to wit, at the same day and year aforesaid at the County aforesaid undertook and promised the said plaintiff to pay him the said last mentioned sum of money when afterwards he should be thereunto required. Yet the said Defendant the said several sums of money herein mentioned