the fifth day of May in the year of our Lord one thousand Eight hundred and Twenty the said Matthew Murray by Upton S. Heath his attorney prosecuted and sued forth out of the said County Court here the writ of the State of Maryland of Capias ad respondendum directed to the Sheriff of Baltimore County in form following, to wit: The State of Maryland. To the Sheriff of Baltimore County. Greeting: We command you that you take Joshua Swann late of Baltimore County yeoman, if he shall be found in your bailiwick, that him so taken you safely keep so that you have his body before the Judges of Baltimore County Court on the third Monday in September next to answer unto Matthew Murray in a plea of debt trespass upon the case and so forth. Hereof fail not at your peril and have you then and there this writ. Witness the Honorable Walter Dorsey Chief Judge of our said Court this 5th day of May in the year Eighteen Hundred and Twenty. Issued the 5th day of May 1820. (W.S.H.) William Gilmore. Clk.

And the said Matthew Murray by his attorney aforesaid on the day of prosecuting and suing forth the foregoing writ declared against the said Joshua Swann in the plea aforesaid as follows to wit: Baltimore County ss. – Joshua Swann late of Baltimore County yeoman, was attached & summoned unto Matthew Murray in a plea of trespass on the case and so forth. And whereupon the said Matthew by U. S. Heath his attorney complains that whereas the said Joshua on the first day of February in the year of our Lord Eighteen Hundred and nineteen to wit: at the County aforesaid was indebted to the said Matthew in the sum of Four Thousand dollars current money of Maryland for so much money by the said Matthew before that time paid laid out and expended for the said Joshua and at his special instance and request and being so indebted, the said Joshua in consideration thereof afterwards to wit: on the day and year last aforesaid at the County aforesaid undertook and faithfully promised the said Matthew to pay him the said sum of money when he the said Joshua should be thereto afterwards requested. And whereas the said Joshua afterwards to wit: on the day and year aforesaid at the County aforesaid was indebted to the said Matthew in the sum of other Four Thousand dollars of like current money for money by the said Joshua before that time had and received to the use of the said Matthew, and being so indebted the said Joshua in consideration thereof afterwards to wit: on the day and year last aforesaid at the County aforesaid undertook and faithfully promised the said Matthew to pay him the said last mentioned sum of money when the said Joshua should be thereto afterwards requested: And whereas the said Joshua afterwards to wit: on the day and year aforesaid at the County aforesaid was indebted to the said Matthew in the sum of other Four Thousand dollars like current money for money by the said Matthew before that time lent and advanced to the said Joshua, and at his special instance and request and being so indebted the said Joshua in consideration thereof afterwards to wit: on the day and year last aforesaid at the County aforesaid undertook and faithfully promised the said Matthew to pay him the said last mentioned sum of money when the said Joshua should be thereto afterwards requested, Nevertheless the said Joshua not regarding his said several promises and undertakings hath not yet paid the aforesaid several sums of money or either of them or any part thereof to the said Matthew (although so to do the said Joshua was requested by the said Matthew afterwards to wit: – on the day and year aforesaid, and often afterwards to wit: at the County aforesaid) but to pay the same the said Joshua

hath hitherto altogether refused and doth still refuse so to do to the damage of the said Matthew Eight thousand Dollars, like current money, therefore he brings suit, &c.

U. S. Heath. Attorney for Plaintiff.

Pledges &c. John Doe. Richard Roe.

A Copy of which said declaration was made and sent with the said writ to the Sheriff of Baltimore County aforesaid thereon endorsed to be served on the defendant, At which said third Monday of September to wit: in the year of our Lord one thousand Eight hundred and Twenty being the return day of the foregoing writ comes into the County Court here the said Matthew Murray by his attorney aforesaid. And the Sheriff of Baltimore County aforesaid to wit: John Stevenson Esquire to whom the said writ was in form aforesaid directed, makes return thereof to Court here thereon endorsed to wit: Capi – Copy left.

John Stevenson. Sheriff.

And the said Joshua Swann being called appears in Court here by Thomas Kell and Beverly Johnson his attorneys, and thereupon on motion of the said Murray by his attorney aforesaid it is ruled by the Court here that the said Swann give special bail in the plea aforesaid or in default thereof be committed to the custody of the Sheriff of Baltimore County. Whereupon a certain Richard B. Chenoweth of said County comes into Court here in his proper person and with the consent of the said Murray by his attorney aforesaid undertakes for the said Swann that in case the said Murray shall recover Judgment against the said Swann in the plea aforesaid or that the said Swann shall be therein legally convicted that then the said Swann shall pay the condemnation of the Court therefor or render his body to the custody of the Sheriff of Baltimore County aforesaid in satisfaction thereof or that he the said Chenoweth will do the same for him. And thereupon on motion of the said Murphy by his attorney aforesaid it is ruled by the Court here that the said Swann answer to the declaration aforesaid of the said Murray in the plea aforesaid or Judgment by the Court here will be rendered against him in default thereof: And the said Swann by his said attorneys defends the force and injury when and so forth. and prays leave of the Court here to imparle until the fourth Monday of March next. and then to answer the declaration aforesaid of the said Murray in the plea aforesaid and to him it is granted, the same day is given to the said Murray then and so forth. At which said fourth Monday in March to wit; in the year of our Lord one thousand Eight hundred and Twenty one, until which day the said Swann had leave to imparle and then to answer to the declaration aforesaid of the said Murray in the plea aforesaid come again into the County Court here the parties aforesaid by their attorneys aforesaid, And the said Swann by his said attorney as before defends the force and injury when and so forth. and prays leave of the Court here further to imparle until the third Monday of September next and then to answer to the declaration aforesaid of the said Murray in the plea aforesaid and he hath it. the same day is given to the said Murray also. And now here at this day the said third Monday of September to wit: in the year of our Lord one thousand Eight hundred and twenty one, until which day the said Swann had leave further to imparle and then to answer to the declaration aforesaid of the said Murray in the plea aforesaid, come again into the County Court here; the parties aforesaid by their attorneys aforesaid. And the said Swann by his said attorneys as before defends the force and