Therefore it is considered by the Judges here that the said Plaintiffs recover against the said Defendants as well the sum of Two hundred and fifty pounds Current money his damages aforesaid in form aforesaid confessed as also the sum of eight hundred and forty five pounds and one fifth of a pound of Tobacco by the Court here unto them on their assent adjudged for their damages by them about their suit in this behalf laid out and expended — and the said Defendants in Mercy and so forth —

Memorandum, Judgment rendered in this cause, on the twenty fourth day of October in the year of our Lord, One thousand seven hundred and eighty eight, for the damages laid in the Declaration, and costs of suit; To be released on payment of One hundred and forty seven pounds five shillings and nine pence Current money — all descounts made appear to Mr. Chalster of Liberty Town by the tenth of February next to be deducted —

Test. John Quince Clerk —

William McLaughlin Assignee of William Murphey against Raphael Thompson

Be it remembered, that heretofore, to wit, on the twenty sixth day of July in the year of our Lord One thousand seven hundred and eighty seven, the said William McLaughlin Assignee as aforesaid by David McMechen his attorney sued out of the General Court here, the writ of the State of Maryland of Capias Adrespondendum, directed to the Sheriff of Charles County in the words and figures, following, to wit —

The State of Maryland Sc. To the Sheriff of Charles County, Greeting. We Command you that you take Raphael Thompson late of the County aforesaid if he shall be found in your Bailiwick, and him safe keep, so that you have his body before the Judges of our General Court, to be held at the City of Annapolis on the second Tuesday of October next, to answer unto William McLaughlin of a plea of Trespass upon the case and so forth — Hereof fail not at your peril, and have you then and there this writ — witness Robert Hanson Harrison Esquire, Chief Judge of our said Court, the 25 day of May anno Domini 1787 — Issued the 20th July 1787 — D. McMechen, Thos B. Hodgkinson Clk

And the aforesaid William McLaughlin Assignee as aforesaid by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in Court here, the following Declaration, a Copy whereof was made and sent with said writ, to the Sheriff of the County aforesaid, to wit

Western Shore of Maryland — Charles County, to wit — Raphael Thompson late of the County aforesaid was attached to answer unto

William McLaughlin of a plea of Trespass upon the case, and so forth — And whereupon the said William McLaughlin by David McMechen his attorney complains that whereas the said Raphael Thompson after the first day of May seventeen hundred and five, to wit, on the twenty eighth day of June in the year seventeen hundred and eighty six at the County aforesaid, made his note in writing with his hand subscribed — commonly called a Promissory Note, bearing date the same day and year by which said Note the said Raphael Thompson promised to pay to a certain William Murphey or his order the sum of One hundred and thirty seven pounds five shillings Current money in twelve months after the date thereof for value of him received by the said Raphael Thompson — And whereas the said William Murphy after the making of the said Note and before the same or any part thereof was paid, to wit, on the sixteenth day of November in the year seventeen hundred and eighty six (and also before the time by the said Note appointed for the payment thereof) at the County aforesaid indorsed the said Note with his proper hand thereto subscribed and by the said Indorsement directed the contents thereof to be paid to the said William McLaughlin for value received and there and there delivered the said Note so indorsed to the said William McLaughlin, of which the said Raphael afterwards to wit 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 Raphael became chargeable to pay to the said William McLaughlin, the same sum of money according to the tenor of the same Note and of the Indorsement thereon and being so liable, he the said Raphael in consideration thereof, afterwards that is to say, on the same day and year aforesaid at the County aforesaid in Consideration thereof undertook and then and there faithfully promised the said William McLaughlin that he the said Raphael the aforesaid sum of money in the said Note mentioned according to the tenor and effect thereof would well and truly content and pay — Nevertheless the said Raphael Thompson his promise and assumption aforesaid so as aforesaid by him in form aforesaid made not in the least regarding but minding and intending him the said William McLaughlin in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of money or any part thereof to him the said William McLaughlin hath not rendered or paid (altho' so to do the aforesaid Raphael afterwards to wit the day and year aforesaid and then after at the County aforesaid by the said William McLaughlin was requested) but the same or any part thereof to content or pay he hath altogether refused and still doth refuse wherefore the said William McLaughlin saith he is the worse