this writ. Witness the Honourable Robert Hanson Harrison Esquire Chief Judge of our said Court this 18th day of November anno Domini 1788. Issued the 4th day of March anno Domini 1789

(S.T. Chase) John Gwinn clk

At which said second tuesday of May, being the twelfth day of the same month anno Domini seventeen hundred and eighty nine, and the day of the return of the aforegoing writ of Habeas Corpus the Justices and Sheriff of Anne Arundel county to whom the same writ was made and directed in compliance thereof and according to the form and effect of the Act of Assembly in such case made and provided, make return of the said writ to the Court now here with the following Record annexed to wit

Anne Arundel County Sct. At a County Court of the State of Maryland begun and held at the City of Annapolis in and for the County aforesaid on the second tuesday of August being the 14th day of the same month anno Domini 1788.

Were present

	Nicholas Worthington	Richard Harwood	Gentlemen Justices
	Allen Quynn	Elijah Robeson	
The Worshipful	John Brice	and	
	Robert Louden	James Disney	

David Stewart Gent. Sheriff — Nich. Harwood clk

In the Record and proceedings of the same Court is the following to wit

Andrew McDonald against John F. Mercer	To the Worshipful the Justices of Anne Arundel County Court now in Court sitting Andrew McDonald complains of John Francis Mercer Esquire one of the attornies

of this Court present here in Court in his proper person for that whereas the aforesaid John Francis Mercer on the twenty fourth day of December seventeen hundred and eighty seven was indebted unto him the said Andrew in the sum of one hundred and seventy one — pounds twelve shillings and a half penny current money for work and labour by him the said Andrew for the same John Francis Mercer and at his special instance and request before that time then done and performed, and the said John Francis Mercer then and there in consideration thereof upon himself afsumed to the said Andrew then and there faithfully promised that he the said John Francis Mercer the aforesaid sum of money to him the said Andrew when afterwards he should be thereunto required would well and truly content and pay. And whereas also the said John Francis Mercer afterwards to wit the same day and

year aforesaid at the county aforesaid in consideration that the said Andrew at the special Instance and request of him the said John Francis Mercer had done and performed for the said John Francis Mercer divers other Carpenters and Joiners work and at the the special instance and request of him the said John Francis Mercer had found and provided for the said John Francis Mercer divers materials and things necessary and used in and about the work last mentioned he the said John Francis Mercer in consideration thereof afterwards to wit the same day and year aforesaid at the County aforesaid upon himself afsumed and to the said Andrew then and there faithfully promised that he the said John Francis Mercer all such sums of money as he the same Andrew for the work and materials and things necessary aforesaid reasonably deserved to have to the same Andrew when afterwards he should be thereunto required would well and faithfully content and pay. And the said Andrew in fact saith that the said Andrew reasonably deserved to have of him the said John Francis Mercer the further sum of one hundred and seventy one pounds twelve shillings and a half penny current money aforesaid for the work, materials and things necessary as aforesaid whereof the said John Francis — Mercer afterwards to wit on the same day and year aforesaid at the county aforesaid had notice. Nevertheless the aforesaid John Francis Mercer his promises and afsumptions aforesaid so as aforesaid made not regarding, but minding and fraudulently intending him the said Andrew in this behalf craftily and subtilly to deceive and defraud the aforesaid sums of money or any part thereof to him the said Andrew hath not contented or paid although so to do the aforesaid John Francis Mercer afterwards to wit on the day and year last aforesaid, and often afterwards at the county aforesaid by the said Andrew was requested, but the same sums of money or any part of either of them to content or pay he hath altogether refused and still doth refuse to the damage of him the said Andrew in the sum of two hundred and fifty pounds current money, and therefore he brings suit and so forth

G Duvall for Pltff pledges &c. { John Doe & Richard Roe

And the said John Francis Mercer by Jeremiah Townley Chase his attorney 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 second Tuesday in November seventeen hundred and eighty eight come again the said parties plaintiff and Defendant by their attornies aforesaid, and the said Defendant by his said attorney

(prays