Bryan Philpott against Charles G. Ridgely

Be it remembered that heretofore to wit on the twenty second day of December anno Domini seventeen hundred and eighty nine the Plaintiff by Archibald Robinson his attorney sued out of our General Court the State of Maryland writ of capias ad respondendum directed to the Sheriff of Ann Arundel county in the words and figures following to wit, The State of Maryland &c To the Sheriff of Anne Arundel County Greeting, We command you, that you take Charles G Ridgely late of Anne Arundel county yeoman 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 May next to answer unto Bryan Philpott 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 17th day of May Anno Domini 1789

Issued the 22nd day of December 1789. A. Robinson, Inl. Geo. Inn Cl

And the aforesaid Bryan Philpott by Archibald Robinson his attorney aforesaid declared against the aforesaid Charles G. Ridgely in the plea aforesaid as follows to wit, Western Shore of Maryland, Ann Arundel County to wit, Charles G. Ridgely late of Ann Arundel county yeoman was attached to answer unto Bryan Philpot of a plea of trespass upon the case and so forth. And whereupon the said Bryan Philpot by Archibald Robinson his attorney complains that whereas the said Charles G. Ridgely on the third day of April in the year seventeen hundred and eighty nine, to wit at Anne Arundel county aforesaid made his certain note in in writing commonly called a promissory note his own proper hand writing being thereunto subscribed bearing date the same day and year aforesaid, and then and there delivered the said note to one Richard Ridgely, and by the said note promised to pay to the said Richard Ridgely by the name of Richard Ridgely or order on demand the sum of one hundred and eighty four pounds and six pence current money for value received, by him the said Charles G. Ridgely and the said Richard Ridgely, to whom or to whose order the payment of the said sum of money contained in the said note, was to be made after the making of the said note, and before the payment of the said sum of money contained in the said note was to be made after the making of the said note and before the payment of the said sum of money, contained in the said note or of any part thereof afterwards to wit on the same

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day and year aforesaid at the county aforesaid, indorsed the said note, his own proper hand writing being thereunto subscribed, and by that indorsement, the said Richard Ridgely appointed the contents of the said note to be paid to the aforesaid Bryan Philpot or order, and then and there delivered the said note so indorsed to the aforesaid Bryan Philpot of which said Indorsement so made on the said note as aforesaid he the said Charles G. Ridgely afterwards to wit on the same day and year aforesaid at Ann Arundel county aforesaid had notice, by means whereof, and by force of the Statute in such case made and provided he the said Charles G. Ridgely became liable to pay to the said Bryan Philpot the said sum of money in the said note specified according to the tenor and effect of the said note, and of the said Indorsement so made thereon as aforesaid. And being so liable he the said Charles G. Ridgely in consideration thereof afterwards to wit on the same day and year aforesaid, at the County aforesaid, undertook and faithfully promised the said Bryan to pay him the said sum of money in the said note contained, according to the tenor, and effect of the said note. Nevertheless the said Charles G. Ridgely his promise, and assumption aforesaid by him made in his behalf as aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Bryan in this behalf hath not as yet paid the said sum of money or any part thereof to the said Bryan (altho' so to do he the said Charles G. Ridgely was requested by the said Bryan afterwards to wit on the same day and year aforesaid, and often afterwards to wit at Ann Arundel county aforesaid but he to do this hath hitherto wholly refused, and still refuses so to do to the said Bryan his damages of five hundred pounds current money of Maryland, and therefore he brings his suit and so forth.

Arch.ld Robinson Atty for Pltff

pledges to prosecute { John Doe and Richard Roe

A copy of which aforegoing Declaration was made and sent with the writ which issued in the plea aforesaid,

At which said second Tuesday of May being the eleventh day of the same Month anno Domini seventeen hundred and ninety, and the day of the return of the aforegoing writ comes into our General Court the aforesaid Bryan Philpot by Archibald Robinson, his attorney aforesaid, and the Sheriff of Ann Arundel county to whom the same writ was made and directed likewise comes, and makes return thereof to the Court here thus endorsed to wit

"Cepi copy left 6th April 1790. B. Howard Shff

And the said Sheriff although solemnly called to bring into court the body of the said Charles G. Ridgely according to the return of the writ

(aforesaid