proper hand subscribed thereto bearing date the same day and year last mentioned and then and there delivered the said note to one John Lynch by which said note the said Brian promised to pay to the said John by the Name of John Lynch or order the sum of fifty pounds current money of Maryland on or before the twenty fifth day of February seventeen hundred and Eighty seven for value received of him and afterwards and before the payment of the money above mentioned or any part thereof to wit the same day and year and place last abovementioned the said John to whom or to whose order the said fifty pounds in the said note contained were to be paid by his certain Indorsement upon the said Note subscribed with the proper hand and Name of the said John Lynch appointed and ordered the said sum of money in the said note contained to be paid to the aforesaid Thomas for value received of which said premises the aforesaid Brian afterwards, to wit, the same day and year and place last abovementioned from the said Thomas had notice and by reason of the premises and by virtue of the statute in that case lately made and provided the aforesaid Brian became liable to pay the said fifty pounds contained in the said note to the said Thomas according to the tenor and effect of the said note, and the endorsement thereon and being so liable the aforesaid Brian in consideration thereof afterwards to wit the same day year and place aforesaid upon himself assumed and to the said Thomas then and there faithfully promised to pay unto him the said sum of fifty in the said note contained according to the tenor and effect of the said note and the said indorsement thereon when he should be thereunto afterwards requested by the said Thomas Nevertheless the aforesaid Brian his promise and assumption aforesaid in form aforesaid made not in the least regarding but contriving and fraudulently intending the aforesaid Thomas in this behalf craftily and subtilly to deceive and defraud the said sum of Fifty pounds or any part thereof hath not paid to the said Thomas nor any ways contented the said Thomas for the same although to do this the aforesaid Brian afterwards and after the time of the payment of the said note, and the money therein contained become due to wit the twenty sixth day of February in the year of our Lord one thousand seven hundred and eighty eight at Baltimore County aforesaid and often times hath been requested by the said Thomas but the same any way to content he hath altogether refused and still doth refuse to the damage of the said Thomas one hundred pounds

pounds of like current money and therefore he brings suit and so forth.

Samuel Johnson atty for plff pledges to pro. } John Doe & Richard Roe

And prays leave to imparle here until the fourth monday in March next, and he hath it and the same day is given to the said Thomas McKim and so forth. at which said fourth Monday in March cometh again the parties aforesaid by their attorneys aforesaid and the said Brian Philpott by his said attorney prays further leave to imparle here until the fourth Monday in August next, and he hath it and the same day is given to the said Thomas McKim and so forth. And now here at this day to wit, the said fourth monday in August in the year of our Lord one thousand seven hundred and ninety one cometh again the parties aforesaid by their attorneys aforesaid, And whereupon the said Thomas McKim by his attorney aforesaid prays that the said Brian Philpott to his declaration aforesaid may answer and the said Brian Philpott by his attorney aforesaid as before defends the force and injury when and so forth and saith that he cannot deny the action aforesaid of him the said Thomas McKim nor but that he did assume upon himself in manner and form as the said Thomas McKim above thereof against him hath complained nor likewise but that the said Thomas McKim hath sustained damage by occasion of the non performance of his promise and assumption aforesaid to one hundred pounds current money besides his costs and charges by him about his suit in this behalf laid out and expended. Wherefore the said Thomas McKim prays Judgment and that his damages aforesaid in form aforesaid confessed together with his costs and charges aforesaid to him may be adjudged. Therefore it is considered by the Court now here that the said Thomas McKim recover against the said Brian Philpott his damages aforesaid in form aforesaid confessed, And also three hundred and forty one pounds of Tobacco for his costs and charges aforesaid to the said Thomas McKim by the Court here with his assent adjudged. And the said Brian Philpott in mercy and so forth, N. B. the above Judgment to be released on payment of fifty pounds current money with Interest from the twenty fifth day of February seventeen hundred and eighty seven and costs from which Judgment of the Court the said Brian Philpott prays an Appeal to the General Court which is granted, And thereupon the following bond is filed which with the securities therein named are approved by the Court.

Know all men by these presents that we Brian Philpott Mary Philpott and Richard Johns all of Baltimore County are held and firmly bound unto Robert McKim in the full and Just sum of two hundred and four pounds five Shillings and three pence current money to be paid to the said Thomas McKim his certain Attorney Executors Administrators or Assigns to which payment