in this behalf laid out and expended and the said Defendants in mercy &c.

Memorandum, Judgment was rendered in this cause on the seventeenth day of May Anno Domini seventeen hundred and ninety three for the Damages laid in the Declaration and costs of suit, To be released on payment of the sum of two hundred and forty seven pounds fifteen shillings and one penny current money with Interest thereon from the eighteenth day of March seventeen hundred and ninety two and costs of suit, and the plaintiff agrees to stay execution untill the first day of August next.

Test. John Gwinn Clk.

Richard Curson admor of Thomas Hadfield against Andrew VanBibber & Abraham VanBibber

Be it Remembered that heretofore to wit, on the first day of February Anno Domini seventeen hundred and ninety two the State of Maryland Writ of Capias ad respondendum issued to the Sheriff of Baltimore County in the words and figures following, to wit,

The State of Maryland, &c. To the Sheriff of Baltimore County, Greeting. We command you that you take Andrew Van Bibber and Abraham Van Bibber late of Baltimore County Merchants if they shall be found in your bailiwick and them safe keep so that you have their bodies 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 Thomas Hadfield in a plea of Trespass on the Case &c. Hereof fail not at your Peril and have you then and there this writ Witness the honourable Samuel Chase Esquire, Chief Judge of our said Court the 29th day of December Anno Domini 1791.

Issued the 1st day of February 1792. (W. Cooke) John Gwinn Clk.

And the aforesaid Thomas Hadfield by William Cooke his attorney declares against the aforesaid Andrew VanBibber and Abraham VanBibber in the plea aforesaid, as follows, to wit.

State of Maryland, Baltimore County, to wit, Andrew VanBibber and Abraham VanBibber late of Baltimore County Merchants were attached to answer unto Thomas Hadfield in a plea of Trespass on the Case &c. And whereupon the said Thomas by William Cooke his attorney saith, that whereas the aforesaid Andrew and Abraham after the first day of May seventeen hundred and five, to wit, on the eighteenth day of March seventeen hundred and ninety one at Baltimore County aforesaid made their certain note in writing called a promissory note with their proper hands thereunto subscribed bearing date the day and year last aforesaid and the said note to him the said Thomas then and there delivered by which said note the aforesaid

aforesaid Andrew and Abraham promised to pay unto him the said Thomas or order ten Months after date, the sum of two hundred and forty five pounds two shillings and four pence currency for value of him received, by reason whereof and also by force of the Statute in such case lately made and provided the aforesaid Andrew and Abraham became liable for and chargeable to pay him the said Thomas the aforesaid sum of two hundred and forty five pounds two shillings and four pence current money according to the tenor of said note and being so therewith chargeable the aforesaid Andrew and Abraham afterwards to wit on the day and year last aforesaid at the County aforesaid upon themselves assumed and to the said Thomas then and there faithfully promised that they the said Andrew and Abraham the aforesaid sum of current money to him the said Thomas would well and truly content and pay according to the tenor of the note aforesaid. Nevertheless the aforesaid Andrew and Abraham their promise and assumption aforesaid so as aforesaid made not regarding but minding and fraudulently intending the said Thomas in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of current money to the said Thomas to render or pay (altho' requested on the twenty first day of January seventeen hundred and ninety two and often afterwards at the County aforesaid) to him the said Thomas have not, nor hath either of them rendered or paid, but the same sum of current money to him the said Thomas hitherto to render or pay or any part thereof the said Andrew and Abraham have altogether refused and still do refuse to the damage of him the said Thomas in the sum of one thousand pounds current money and therefore he brings suit and &c.

W. Cooke for the plaintiff. Pledges &c. John Doe and Richard Roe

A Copy of which a foregoing Declaration was made and sent with the writ which issues in the plea aforesaid.

At which mentioned second tuesday of May being the eighth day of the same Month Anno Domini seventeen hundred and ninety two and the day of the return of the aforegoing writ come here into our General Court the aforesaid Thomas Hadfield by William Cooke his attorney aforesaid And the Sheriff of Baltimore County to whom the said aforegoing writ was made and directed likewise comes and makes return thereof to the Court here thus endorsed, to wit.

Cepi. Andrew. Copy served the 4th February

Cepi Abraham, Copy served the 28th of February 1792.

Robt. Gorsuch Shff.

And the said Andrew VanBibber and Abraham VanBibber by Archibald Robinson their attorney come and defend the force and injury when and &c. and pray leave of the Court to imparle hereunto untill next Court and they have it, and the same day is given to the Plaintiff