September being the 19th day of the same month in the year 1791.

Were Present

The Worshipful { Benjamin Nicholson Esquire Chief Justice
Nicholas Carroll } Esquires Associate Justices
William Campbell }

James Williams Gentleman Sheriff — Nich Harwood Clk

In the record and proceedings of the same Court is the following, to wit,

P.B.K. James Pattison vs G.D. Thomas Price } Ann Arundel County to Command was given to the Sheriff of Ann Arundel County that he should take Thomas Price late of Ann Arundel County Bricklayer if he should be found in his bailiwick and that him he should safe keep so that he might have his body before the Justices of our County Court to be held at the City of Annapolis on the first Monday of March then next to answer unto James Pattison of a plea of Trespass upon the case and soforth.

At which said first Monday in March, to wit, the first day of the same month in the year seventeen hundred and ninety being the day of the return of the said writ comes the said James Pattison by Philip Barton Key his attorney and the Sheriff of Ann Arundel County to whom the aforegoing writ was directed comes and makes return thereof thus endorsed. Cepi. B. Howard Sheriff. And the said Thomas Price being called appears and at the prayer of the Plaintiff is adjudged to give special bail to the action aforesaid. Thereupon a certain John Adam Boyer of Ann Arundel County Tanner present here in Court undertakes for the said Thomas Price that in case the said James Pattison shall recover Judgment against the said Thomas Price in a plea aforesaid or that he the said Thomas Price shall be therein legally convict, that then the said Thomas Price shall pay the condemnation of the Court thereupon or render his body into the custody of the Sheriff of Ann Arundel County in satisfaction thereof or that he the said John Adam Boyer will do it for him.

And the said Thomas Price by Gabriel Duvall his attorney comes and Defends the force and injury when and soforth, and prays leave to imparle hereunto untill next Court, and he hath it and the same day is given to the Plaintiff also.

At which said next Court, to wit, the first Monday in August seventeen hundred and ninety, come again the said parties plaintiff and Defendant by their attorneys aforesaid, and the said Defendant by his said attorney prays

prays further leave to imparle hereunto untill next Court and he hath it and the same day is given to the plaintiff also.

At which said next Court, to wit, the first Monday in November seventeen hundred and ninty come again the said parties plaintiff and Defendant by their attornies aforesaid and the said Defendant by his said attorney prays further leave to imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiff also. And the plaintiff declared against the Defendant in the plea aforesaid as follows, to wit. Ann Arundel County to wit, Thomas Price late of Ann Arundel County Bricklayer otherwise called Thomas Price of said County was attached to answer unto James Pattison of a plea of Trespass upon the case and soforth, And whereupon the said James by Philip Barton Key his attorney complains that whereas the aforesaid Thomas after the first day of May in the year seventeen hundred and five, to wit, on the fifth day of February in the year seventeen hundred and ninety made his certain note in writing called a promissory note with his proper hand thereto subscribed bearing date the day and year last aforesaid and the said note to him the said James then and there delivered by which said note the aforesaid Thomas promised to pay unto him the said James or order on Demand the sum of thirty seven pounds two shillings current money with legal interest thereon by reason whereof and also by force of the Statute in such case lately made and provided the aforesaid Thomas became liable for and chargeable to pay unto him the said James the aforesaid sum of thirty seven pounds two shillings current money with Interest thereon and being so therewith chargeable the aforesaid Thomas afterwards, to wit, on the sixth day of February seventeen hundred and ninety at the County aforesaid upon himself assumed and to the said James then and there faithfully promised that he would well and truly content and pay the said sum of thirty seven pounds two shillings current money with legal Interest thereon. Nevertheless the aforesaid Thomas his promise and assumption so as aforesaid made the said sum of thirty seven pounds two shillings current money or any part thereof to him the said James hath not contented or paid although so to do the aforesaid Thomas was afterwards, to wit, the day and year last aforesaid and often afterwards at the County aforesaid by the said James requested but the same or any part thereof to him the said James to content or pay he hath altogether refused and still doth refuse wherefore the said James is the worse