and ninety three to wit at the County aforesaid, was indebted unto the said John in the sum of five hundred pounds current money of Maryland for the work, labour, care and diligence of the said John, as manager of the Tan yard of the said Cumberland by him the said John before that time done performed and bestowed in and about the business of the said Cumberland and for the said Cumberland at his special instance and request, and also for divers materials and other necessary things found, provided, used and applied, by the said John on that occasion at the like special instance and request of the said Cumberland and being so indebted, he the said Cumberland in Consideration thereof afterwards to wit, on the same day and year aforesaid at the County aforesaid, undertook and faithfully promised the said John to pay him the said sum of money, when he the said Cumberland should be thereto afterwards requested, And whereas afterwards to wit, on the day and year aforesaid at the County aforesaid in consideration that the said John at the like special instance and request of the said Cumberland had before that time done, performed and bestowed other his work and labour care and diligence in and about the business of the said Cumberland for the said Cumberland and at the like special Instance and request, and had also at the like request of the said Cumberland found provided, used and applied divers other materials and other necessary things, in and about the said business he the said Cumberland then and there undertook and faithfully promised the said John to pay him so much money as he therefore reasonably deserved to have for the same, when he the said Cumberland should be thereto afterwards requested; And the said John doth in fact aver that he reasonably deserved to have of the said Cumberland for the same, other five hundred pounds of like Current money aforesaid, whereof the said Cumberland afterwards, to wit, on the same day and year aforesaid there had notice, Nevertheless the said Cumberland not regarding his said promises and undertakings, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John hath not as yet paid the aforesaid several sums of money, or any part thereof, to the said John (altho' so to do, the said Cumberland was requested by the said John afterwards to wit, on the day and year aforesaid and often afterwards to wit at the County aforesaid) but to do this the said Cumberland hath hitherto altogether refused, and still refuses, so to do, To the damage of the said John seven hundred pounds like current money and thereof he brings suit &c.

J. Winchester, Pltffs Atty. Pledges, John Doe and Richard Roe.

A

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

At which mentioned second tuesday of May being the thirteenth day of the same month Anno Domini seventeen hundred and ninety four and the day of the return of the aforegoing writ comes here into our General Court the aforesaid John Kirwan by James Winchester 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 Copy served 2d. April.

Robt. Gorsuch Shff.

And the said sheriff although being called upon to bring into Court here the body of the said Cumberland Dugan according to his return of the writ aforesaid, brings him not in, but makes default, Whereupon it is adjudged by the Court here that the said sheriff be amerced the sum of five pounds Current money in case he hath not the body of the said Cumberland Dugan in Court here, on the second day of the next Court.

At which said next Court, to wit, the second Tuesday of October being the fourteenth day of the same month Anno Domini seventeen hundred and and ninety four comes again here into our General Court the aforesaid John Kirwan by his Attorney aforesaid, And the said sheriff being further called upon to bring into Court here, the body of the said Cumberland Dugan whom this day he ought to have here in compliance with the rule of the Court aforesaid and to save the amercement aforesaid brings him in; Whereupon it is adjudged by the Court here, that the Amercement aforesaid be struck out. And the said Cumberland Dugan by Robert Smith his Attorney comes and defends the force and injury, when and so forth and prays leave of the Court to Imparle hereunto until next Court and he hath it, the same day is given to the Plaintiff also.

At which said next Court, to wit, the second Tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and ninety five comes again here into our General Court as well the aforesaid John Kirwan by his Attorney aforesaid as the aforesaid Cumberland Dugan by his Attorney aforesaid, And the aforesaid Cumberland Dugan by his attorney aforesaid as before defends the force and injury, when and so forth and saith that he did not assume upon himself in such manner and form as the aforesaid John Kirwan above against him hath declared, And of this he puts himself upon the Country, And the aforesaid John Kirwan in like manner and so forth. Therefore let a Jury thereupon appear before the Judges of our

General