Western Shore of Maryland Baltimore County to wit.

Francis Dawes late of Baltimore County merchant and William Scott late of the same County merchant were attached to answer unto Alexander Kerr of a plea of Trespass upon the Case and Sofath And whereupon the said Kerr by Archibald Robinson his attorney Complains that whereas at the time of making the promise and undertaking hereafter mentioned and before and afterwards the aforesaid Francis Dawes and William Scott were partners in trade to wit at the County aforesaid and a certain Thomas Yates and Archibald Campbell at the time aforesaid and before and afterwards were partners in trade to wit at the County aforesaid and a certain William Wilson and Matthias Harris at the time aforesaid and before and afterwards were also partners in trade to wit at the County aforesaid. And whereas the said Dawes and Scott so being partners as aforesaid the said Scott for himself and the said Dawes on the seventeenth day of July in the year fifteen hundred and ninety four at the County aforesaid made a certain note in Writing commonly called a promissory note subscribed with his own proper hand writing bearing date the same day and year aforesaid and then and there delivered the said note to the said Yates and Campbell and thereby the said Scott for himself and his said partner promised to pay to the said Yates and Campbell by the name of Mess.rs Yates and Campbell or order ninety days after the date of the said note the sum of Eight hundred and Eleven Dollars and five one hundredth parts of a Dollar for value received by them the said Dawes and Scott and the said Yates and Campbell to whom or to whose order the payment of the said sum of money contained in the said note was to be made afterwards and before the payment of the said sum of money contained in the said note or of any part thereof, and also before the time appointed by the said note for the payment thereof to wit on the same day and year aforesaid at the County aforesaid endorsed the said note their own proper hand writing being thereto subscribed and by that endorsement appointed the contents of the said note to be paid to the aforesaid Wilson and Harris or order and then and there delivered the said note so endorsed to the said Wilson and Harris, and the said Wilson and Harris after the endorsement so to them made as aforesaid and before the payment of the sum of money contained in the said note or of any part thereof and also before the time appointed by the said note for the payment thereof to wit on the same day and year aforesaid at the County

aforesaid

aforesaid endorsed the said note their own proper hand writing being thereto subscribed and by that endorsement appointed the contents of the said note to be paid to the aforesaid Alexander Kerr and then and there delivered the said note so endorsed to the said Kerr of all which said several endorsements the said Dawes and Scott afterwards to wit on the same day and year aforesaid at the County aforesaid had notice, by reason of which premises and by force of the Statute in such Case made and provided the said Dawes and Scott became liable to pay to the said Kerr the sum of money contained in the said note according to the Tenor and effect of the said note and of the endorsements so made thereon as aforesaid and being so liable the said Dawes and Scott in consideration thereof afterwards to wit on the same day and year aforesaid undertook and faithfully promised the said Kerr to pay him the said sum of money contained in the said note according to the tenor and effect of the said note and of the said several endorsements so made thereon as aforesaid. Yet the said Dawes and Scott not regarding their said promise and undertaking so by them made in their behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Kerr in this behalf have not nor hath either of them paid the aforesaid sum of money or any part thereof to the said Kerr altho so to do they the said Dawes and Scott were requested by the said Kerr afterwards to wit on the eighteenth day of October in the year aforesaid and often afterwards to wit at the County aforesaid but they the said Dawes and Scott to do this have and each of them hath hitherto wholly refused and still refuse so to do to the said Kerr his Damages of Five Hundred pounds current money of Maryland and therefore he brings his suit and sofath.

Pledges to prosecute John Doe and Richard Roe.

Arch.d Robinson Atty. for Plff.s

At which said second Tuesday of May being the twelfth day of the same month in the year of our Lord one Thousand seven hundred and ninety five, and the day of the return of the aforegoing writ, comes into the General Court here the said Alexander Kerr by his attorney aforesaid and the sheriff of Baltimore County to whom the said writ was in form aforesaid directed makes return thereof to the court here thus endorsed to wit

Capi ambo capias fecit 18.o april two bail pieces sworn to Wm. Hollingsworth Shff.

(and)