The Present action cannot be supported without shewing those acts were done since the title of the Plaintiffs accrued to the lands called Penny Pack Pond to which opinion of the Court the Pltffs by their consel prayleave to except and that this their bill of exceptions may be signed sealed and inrolled according to the statute in that Case made and provided which is done accordingly

Jeremiah Townley Chase (Seal)

G. Duvall (Seal)

And thereupon the said Daniel Hughes and Samuel Hughes by their attorney aforesaid pray an appeal from the Judgment aforesaid so as aforesaid rendered to the high Court of Appeals of the State aforesaid and the same is granted unto them.

It is therefore ordered by the Court here that the record and Proceedings aforesaid with all thing thereunto relating be transmitted to the said High Court of Appeals of the State aforesaid and the same are ~~[illegible]~~ transmitted to the same accordingly.

Test John Gwinn Clk.

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89. John Wolfenden surviving partner of Usher and Wolfenden against	Be it remembered that heretofore, to wit, on the fourteenth day of April Anno domini seventeen hundred and ninety four the Plaintiffs by Samuel Johnston their attorney, sued out of our General Court the writ of the State of Maryland of Capias ad respondendum directed to the sheriff
1 RW. Abraham Jarrett	

of Harford County in the words and figures following, to wit.

The State of Maryland ss. To the sheriff of Harford County greeting We command you that you take Abraham Jarrett late of Harford County, merchant if he shall be found in your bailiwick and him safe keep so that you have his body 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 Abraham Usher and John Worthington in a plea of Trespass on the Case and soforth, 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 County Court, the 12th day of November Anno Domini 1793. Issued the 11th day of April 1794. Jno. Gwinn Clk.

(S. Johnston)

And the said Abraham Usher and John Wolfinden by their attorney aforesaid Declare against the aforesaid Abraham Jarrett in the Plea aforesaid in manner and form following, to wit.

In

In the General Court for the Western Shore of Maryland, Harford County to wit. Abraham Jarrett late of Harford County merchant was attached to answer Abraham Usher and John Wolfenden in a plea of Trespass on the Case and soforth; And whereupon the said Abraham Usher and John Wolfenden by Samuel Johnston their Attorney complain that whereas on the eleventh day of November in the year of our Lord one thousand seven hundred and ninety three and before and afterwards at the County aforesaid a certain Francis De Bloh and Peter De Vos were partners in the way of merchandizing jointly negotiating and using commerce together as partners and they being so therein partners as aforesaid, the said Peter De Vos on the day and year aforesaid and at the Place aforesaid, according to the use and Custom of merchants made his certain bill of Exchange signed with his own proper hand bearing the same day and year aforesaid, and directed the same to the said Abraham Jarrett by which said Bill the said Peter in behalf of him and the said Francis De Bloh requested the Abraham Jarrett upon sight thereof to pay the said Abraham Usher and John Wolfenden by the name of Ptlfs. Abraham Usher &c. or order the sum of one hundred and Eight pounds nine shillings and elevenpence without farther advise and to Charge the same to the amount of the said Francis De Bloch and Peter De Vos and afterwards to wit, on the day and year aforesaid and at the County aforesaid the County aforesaid the said bill of exchange was shewn by the said Abraham Usher and John Wolfenden to the said Abraham Jarrett for his acceptance thereof; and the said Abraham Jarrett then and there accepted the said Bill of Exchange according to the use and Custom of merchants; by reason of which said premises the said Abraham Usher and John Wolfenden the said sum of one hundred and eight pounds, nine shillings and eleven pence Current money according to the tenor and effect of the said bill of exchange, and being so thereof liable the said Abraham Jarrett afterwards to wit, the same day and year and at the place aforesaid in consideration of the premises aforesaid, upon himself assumed and to the said Abraham Usher and John Wolfenden then and there faithfully promised to pay them the said sum of one hundred and eight pounds, nine shillings and eleven pence according to the form and effect of the said bill of exchange when he should be thereunto afterwards requested by the said Abraham Usher and John Wolfenden

yet Nevertheless the said Abraham Jarrett his promise and assumption aforesaid in form aforesaid made not in the least regarding, but Contriving and fraudulently intending, the said Abraham Usher and John Wolfenden in this behalf to deceive and defraud the said one hundred and eight pounds nine shillings and eight pence Current money or any part thereof hath not paid the said Abraham Usher and John Wolfenden nor either of them nor any

(ways)