William Slater against William Prout

Be it remembered that heretofore to wit, on the twenty fourth day of February in the year of our Lord one thousand seven hundred and ninety six, the plaintiff by Robert Smith his attorney sued out of our General Court, the writ of the State of Maryland of Capias ad respondendum directed to the Sheriff of Montgomery County, in the words and figures following to wit.

The State of Maryland, Sct. To the Sheriff of Montgomery County Greeting; we command you that you take William Prout late of Montgomery 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 William Slater of 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 honorable Samuel Chase Esquire Chief Judge of our said Court the 30th day of October anno Domini 1795.

Issued the 24th day of February 1796 R S, Jno Gwinn Clk

And the aforesaid William Slater by his attorney aforesaid declared against the aforesaid William Prout in the plea aforesaid in manner and form following to wit. Western Shore of Maryland General Court, Montgomery County ss. William Prout late of Montgomery County merchant was attached to answer William Slater of a plea of Trespass on the Case and soforth. And whereupon the same William Slater by Robert Smith his attorney complains that whereas the said William Prout, on the second day of December in the year seventeen hundred and ninety five, at George Town, to wit, at the County aforesaid, made his certain note in writing commonly called a promissory note, his own proper hand being thereto subscribed bearing date the day and year aforesaid, and then and there delivered the said note to one William King, by which said note the said William Prout forty days after the date thereof promised to pay to the said William King by the name of Mr. William King or order Three thousand dollars negotiable, at the Bank of Columbia for value received; And the said William King to whom or to whose order the payment of the said sum of money mentioned in the said note, was by the said note to be made, after the making thereof and before the payment of the money in the said note specified to wit, on the day and year aforesaid at the County aforesaid, Indorsed the said note, his own hand being thereupon subscribed; by which Indorsement the,

the said William King ordered and appointed the said sum of money specified in the said note to be be paid to the said William Slater, and then and there delivered the said note so indorsed to the said William Slater, of which said Indorsement the said William Prout afterwards to wit, on the day and year aforesaid at the County aforesaid had notice; And the said William Slater doth aver that the said sum of three thousand dollars Current money of the United States, at the time of the making and delivery of the said note, and of the Indorsement thereon made as aforesaid, was and ever since hath been and now is of the value of Eleven hundred and twenty five pounds Current money of Maryland to wit, at the County aforesaid, By reason of which said Premises and by force of the Statute in such Case made and provided, the said William Prout became liable to pay to the said William Slater the said sum of money mentioned in the said note according to the tenor and effect of the said note, and of the said Indorsement so thereon made as aforesaid, And being so liable the said William Prout in consideration thereof then and there undertook and promised the said William Slater to pay him the said sum of three thousand dollors according to the tenor and effect of the same note; Nevertheless the said William Prout not regarding his promise and assumption aforesaid but intending to defraud the same William Slater in this behalf hath not yet paid the said sum of money or any part thereof or the value thereof to the said William Slater (although so to do the said William Prout, on the fifteenth day of January in the year seventeen hundred and ninety six, and often afterwards at the County aforesaid was requested by the said William Slater) but hitherto hath refused and still doth refuse to pay him the same, to the damage of the said William Slater two thousand pounds Current money of Maryland and Thereupon he brings suit and soforth.

Rt. Smith atty for Plff; Pledges for prosecuting John Doe & Richd. Roe

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 tenth day of the same month in the year of our Lord one thousand seven hundred and ninety six, and the day of the return of the aforegoing writ comes here into our General Court the aforesaid William Slater by Robert Smith his attorney aforesaid. And the Sheriff of Montgomery County aforesaid 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 left 14th Apl. Benj. Ray Jun. Shff.

And,