of Frederick County to whom the same writ was directed also comes and makes return thereof to the Court thus endorsed to wit.

Cepi  Tobias Butler Sheriff.

Whereupon the said Jacob Corell being called appears and at the prayer of the said Plaintiff by his attorney aforesaid the said Jacob Corell is adjudged to give special bail to the action aforesaid thereupon the said Jacob Corell by Arthur Maaff his attorney files in Court the following bail piece to wit. Christopher Erb plaintiff against Jacob Corell Defendant. You Adam Good do acknowledge yourself special bail for the said Jacob Corell at the suit of the said Christopher Erb in an action of Trespass on the Case brought by the said Christopher Erb against the said Jacob Correll in Frederick County Court he acknowledges himself to be Content therewith the 15th November 1796.

Before Jos. Sim Smith

To the worshipfull Justices of Frederick County Court.

And the said Jacob Corell by his attorney aforesaid comes and defends the force and injury, when and soforth and prays leave to imparle hereunto untill the next Court and he hath it the same day is given to the plaintiff also.

At which said next Court to wit, the fourth Monday and twenty third day of March in the year seventeen hundred and ninety five come here again the said parties plaintiff, and defendant by their attornies aforesaid and the said Defendant by his attorney aforesaid prays further leave to imparle hereunto untill the next Court and he hath it the same day is given to the Plaintiff also.

And now here at this day to wit the third Monday and sixteenth day of November in the year seventeen hundred and ninety five come here again as well the said Christopher Erb by his attorney aforesaid as the said Jacob Corell by his attorney aforesaid and the said Christopher Erb declares against the said Jacob Corell in the plea aforesaid as follows to wit

Frederick County, to wit, Jacob Corell late of Frederick County yeoman was attached to answer unto Christopher Erb in a plea of Trespass upon the Case and soforth.

And whereupon the said Christopher by James Johnson Junior his attorney, complains that whereas the aforesaid Jacob on the first day of May seventeen hundred and ninety, three at Frederick County aforesaid was indebted unto him the said Christopher in the sum of one hundred and twenty pounds Current money for the like sum of money by him the aforesaid Jacob for him the said Christopher and to his use before that time had and received and so being thereof indebted the aforesaid Jacob



Jacob afterwards to wit on the day and year aforesaid at the County aforesaid in Consideration thereof upon himself assumed and to the said Christopher then & there faithfully promised that he the aforesaid Jacob the aforesaid sum of money to him the said Christopher when afterwards he should be thereunto required would well and truly Content and pay.

And whereas the aforesaid Jacob afterwards to wit on the day and year aforesaid at the County aforesaid was indebted unto him the said Christopher in another sum of one hundred and fifty pounds Current money for the like sum of money by him the said Christopher at the special Instance and request and to the use and behoof of him the said Jacob before that time laid out and expended and paid and so being thereof indebted the aforesaid Jacob afterwards to wit, on the day and year aforesaid at the County aforesaid in Consideration thereof upon himself assumed and to the said Christopher then and there faithfully promised that he the said Jacob the last aforesaid sum of money to him the said Christopher when afterwards he should be thereunto required would well and truly Content and pay.

And whereas the aforesaid Jacob on the day and year aforesaid at the County aforesaid accounted together with him the said Christopher of and concerning divers sums of money, to him the said Christopher by the aforesaid Jacob before that time due and owing and upon the accounting aforesaid the aforesaid Jacob was found in arrear to him the said Christopher in another sum of one hundred and twenty pounds Current money, and so being found in arrear the aforesaid Jacob in Consideration thereof afterwards to wit on the day and year aforesaid at the County aforesaid upon himself assumed and to the said Christopher then and there faithfully promised that he the said Jacob the aforesaid sum of money to him the said Christopher whenafterwards she should be thereunto required would well and truly Content and pay: Nevertheless the aforesaid Jacob his promise and Assumptions aforesaid so as aforesaid made not regarding, but minding and fraudulently intending him the said Christopher in this behalf craftily and subtilly to deceive and defraud the aforesaid sums of money or any part of them or either of them to him the said Christopher hath not Contented or paid althe so to do the aforesaid Jacob was afterwards to wit, on the day and year aforesaid at the County aforesaid by the said Christopher requested but the same or any part of them or either of them to Content or pay he hath hitherto altogether refused and still doth refuse to the damage of him the said Christopher in the sum of two hundred pounds