William Hodgson
vs
Thomas Beatty Junr.

Be it remembered that heretofore to wit on the Eighteenth day of August in the year of our Lord one thousand seven hundred and ninety seven William Hodgson by Philip Barton Key his attorney sued out of the General Court here the writ of the State of Maryland of Capias ad respondendum directed to the sheriff of Frederick County in form following to wit.

The State of Maryland Sc. To the sheriff of Frederick County Greeting. You are hereby commanded to take Thomas Beatty late of Frederick County Gentleman if he shall be found in your bailiwick and him safe keep so that you have his body before the Judges of the General Court to be held at the City of Annapolis on the second tuesday of October next to answer unto William Hodgson in a plea of trespass on the case and so forth. Hereof fail not at your peril and have you then and there this writ Witness the honourable Robert Goldsborough Esquire Chief Judge of the said Court, the Eighteenth day of July Anno Domini 1797. Issued the 18th day of Augt. 1797. P.B.K. Jnº Lewinn Clk.

And the said William Hodgson by his attorney aforesaid on the day of the date of the aforegoing writ filed in Court here his Declaration against the said Thomas Beatty Junior in the plea aforesaid, a Copy whereof was made and sent to the sheriff of the County aforesaid in form following to wit.

Western shore State of Maryland To. Frederick County to wit Thomas Beatty late of Frederick County Gentleman was attached to answer unto William Hodgson in a plea of trespass on the Case and so forth. And whereupon the said William by Philip Barton Key his attorney complains that whereas the aforesaid Thomas on the day of in the year seventeen hundred and ninety six at Frederick County aforesaid was indebted unto him the said William in the sum of one hundred and fourteen pounds eleven shillings and three pence one farthing Virginia Currency for sundry articles properly chargeable in account as by a particular account thereof herewith into Court brought may appear and being so thereof indebted the aforesaid Thomas afterwards to wit on the day and year aforesaid at the County aforesaid, in Consideration thereof upon himself assumed and to the said William then and there faithfully promised that he the said Thomas the aforesaid sum of money to him the said William when afterwards he should be thereunto required would well and truly content

content and pay And whereas the aforesaid Thomas afterwards to wit on the day and year last aforesaid at the County aforesaid was indebted unto him the said William in one other sum of one hundred and fourteen pounds eleven shillings and three pence one farthing Virginia currency for divers goods wares and merchandise of him the said William and at the special instance and request of him the said Thomas before that time sold and delivered and being so thereof indebted the aforesaid Thomas in consideration thereof afterwards to wit, on the same day and year last aforesaid at the County aforesaid upon himself assumed and to the said William then and there faithfully promised that he the said William the last aforesaid sum of one hundred and fourteen pounds eleven shillings and three pence one farthing to him the said William when he should be thereunto required would well and truly content and pay; And whereas the aforesaid Thomas to wit, on the day and year last aforesaid at Frederick County aforesaid in Consideration that the aforesaid William had before that time at the like special instance and request of him the said Thomas then and there sold and delivered to him the said Thomas divers other goods wares and merchandize the said Thomas upon himself assumed and to the said William then and there faithfully promised that he the said William so much money as the goods wares and merchandizes last aforesaid at the time of the sale and delivery thereof as aforesaid were reasonably worth to him the said William when afterwards he should be thereunto required would well and truly content and pay, and the aforesaid William in fact saith that the goods wares and merchandizes last aforesaid at the time of the sale and delivery thereof as aforesaid were reasonably worth to him the aforesaid Thomas one other sum of one hundred and fourteen pounds eleven shillings and three pence one farthing to wit at Frederick County aforesaid whereof the said Thomas then and there had notice And the said William in fact saith that the aforesaid sum of one hundred and fourteen pounds eleven shillings and three pence one farthing Virginia Currency at the time of making the several promises and Assumptions aforesaid was always since hath been and now is of the value of one hundred and forty three pounds four shillings and one penny current money of Maryland to wit, at Frederick County aforesaid. Nevertheless the aforesaid Thomas his promises and assumptions aforesaid so as aforesaid made not regarding, but minding and fraudulently intending him the said William in this behalf craftily and subtilly to deceive and