twenty days mentioned in the said Note, to Wit, on the fifth day of August in the year aforesaid at the County aforesaid, the said Samuel Shewed and Presented the said Note with the said Indorsement thereon to the said persons so using the name and firm of Tonson and Bourne, and there and there requested them to pay the said sum of Money therein specified to the said Samuel according to the tenor and effect of the said Note, and of the said Indorsement so made thereon as aforesaid; but the said persons so using the name and firm of Tonson and Bourne, did not then, or at any other time pay the said sum of money mentioned in the said Note, or any part thereof to the said Samuel, but then and there wholly refused, to pay the same; or any part thereof to the said Samuel; of all which premises, the said Abraham, afterwards, to wit, on the day and year aforesaid, at the County aforesaid had notice; By reason whereof and by force of the Statute in such case made and provided, the said Abraham became liable to pay to the said Samuel 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 made thereon as aforesaid and being so liable, he the said Abraham in consideration thereof, afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook, and then and there faithfully promised the said Samuel to him 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 made thereon as aforesaid. And whereas also certain persons using the name and firm of Tonson and Bourne as aforesaid, on the fifth day of April in the year one thousand seven hundred and ninety seven at Baltimore County aforesaid made their certain other note in writing commonly called a promissory Note, in the name and firm of Tonson and Bourne, the hand writing of one of them being thereto subscribed bearing date the day and year aforesaid, and then and there delivered the said Note to the said Abraham, by which said Note the said persons so using the name and firm of Tonson and Bourne One hundred and Eighty days after the date thereof, promised to pay to the said Abraham or Order negotiable at the Bank of Maryland One hundred and forty Dollars and eighty eight Cents Current money of the United States for value received: And the said Abraham, 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)

payment of the said sum of money specified 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 day and year aforesaid, at the County aforesaid, endorsed the said Note, his own proper hand writing being thereon subscribed, and by that Indorsement appointed the contents of the said Note, to be paid to the said Samuel and then and there delivered the said Note so indorsed to the said Samuel; of which said Indorsement so made on the said Note as aforesaid, the said persons so using the name and firm of Tonson and Bourne, afterwards, to wit, on the day and year aforesaid at the County aforesaid, had notice; and the said Samuel avers that afterwards and after the expiration of the said One hundred and eighty days mentioned in the said Note, to wit, on the fifth day of October in the year aforesaid, at the County aforesaid, the said Samuel shewed and presented the said Note, with the said Indorsement thereon to the said persons so using the name and firm of Tonson and Bourne and then and there requested them to pay the said sum of Money therein specified to the said Samuel, according to the tenor and effect of the said Note, and of the said Indorsement so made thereon as aforesaid; but the said persons so using the name and firm of Tonson and Bourne did not then, or at any other time, pay the said sum of money mentioned in the said Note, or any part thereof to the said Samuel, but then and there wholly refused to pay the same, or any part thereof to the said Samuel; of all which said premises, the said Abraham afterwards, to wit, on the day and year aforesaid, at the County aforesaid, had Notice; By reason whereof and by force of the Statute in such case made and provided, the said Abraham became liable to pay to the said Samuel 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 made thereon as aforesaid; and being so liable he the said Abraham, in consideration thereof, afterwards, to wit, on the day and year last aforesaid at the County aforesaid, undertook, and then and there faithfully promised the said Samuel to pay him the said last mentioned sum of money mentioned in the said Note, according to the tenor and effect of the said Note, and of the said Indorsement so made thereon as aforesaid. And the said Samuel doth aver that the first mentioned sum of one hundred and forty dollars and eighty seven Cents Current money of the United States at the time of the making and delivery of the said first mentioned

(promissory)