George P. Reeports against John Hackett and Alexander Grantt

Be it remembered that heretofore to wit, on the second day of March in the year of our Lord one thousand seven hundred and ninety nine the said George P. Reeports by Robert Smith his attorney sued out of the General Court the writ of the State of Maryland of Capias ad respondendum directed to the sheriff of Baltimore County in the words and figures following, to wit.

The State of Maryland &c. To the sheriff of Baltimore County, Greeting. You are hereby commanded to take John Hackett and Alexander Grantt late of Baltimore County, merchants if they shall be found in your bailiwick and them safe keep so that you have their bodies before the General Court, to be held at the City of Annapolis on the second Tuesday of May, next to answer unto George P. Reeports of a plea of trespass on the Case &c. Hereof fail not at your peril and have you then and there this writ. Witness the honourable Jeremiah Townley Chase Esquire Chief Judge of the said Court the Eleventh day of February, in the year of our Lord one thousand seven hundred and ninety nine.

Issued the 2nd day of March 1799. R. S. John Gwinn Cl.

And the said George P. Reeports by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in Court here the following declaration Copies whereof were made and sent with the said writ to the sheriff of the County aforesaid to wit.

Western Shore of Maryland, Baltimore County, to wit, John Hackett and Alexander Grant late of Baltimore County, merchants were attached to answer George P. Reeports of a plea of trespass on the Case &c.

And whereupon the same George P. Reeports by Robert Smith his attorney, complains that whereas the said John Hackett and Alexander Gantt by the name of Hackett and Grantt after the first day of May in the year seventeen hundred and five to wit, the twenty eighth day of April in the year seventeen hundred and ninety eight at the County aforesaid did make their certain note in writing called a Promissory note bearing date the same day and year last aforesaid with their proper names and hands thereto subscribed and the same note to a certain Daniel Grant then and there did deliver and by the same note did promise to pay unto the said Daniel Grant or his order one hundred and Eighty days after the date of the said note the sum of twelve hundred and twenty six dollars for value received as by the same note manifestly appears And the said Daniel Grant afterwards and before the payment of

of the said twelve hundred and twenty six dollars or any part thereof or the value thereof to wit, the said day and year last aforesaid at the County aforesaid by a certain Indorsement in writing, then and there made on the said note and then and there subscribed with the proper name and hand of the aforesaid Daniel Grant assigned the said note to the said George P. Reeports and by the said Indorsement ordered and appointed the aforesaid John Hackett and Alexander Grant to pay, to the said George P. Reeports or order the said sum of twelve hundred and twenty six dollars in the aforesaid note specified according, to the form and Effect of the same Note and the endorsement thereon made whereof the said John Hackett and Alexander Grant afterwards to wit, on the day and year last aforesaid at the County aforesaid had notice; By reason whereof as well as by force of the Statute in such cases made and provided the said John Hackett and Alexander Grant became liable and Chargeable to pay to the aforesaid George P. Reeports the aforesaid sum of twelve hundred and twenty six Dollars mentioned in the same note according to the form and effect of the same note and the Indorsement thereon made, And so thereof being liable and chargeable the aforesaid John Hackett and Alexander Grant in consideration thereof afterwards to wit, on the same day and year last mentioned at the County aforesaid assumed upon themselves and promised the said George P. Reeports to pay him the said George P. Reeports the aforesaid sum of twelve hundred and twenty six dollars according, to the tenor of the said note and the Indorsement thereon made And the said George P. Reeports doth aver that the said sum of twelve hundred and twenty six dollars at the time of making said note was and ever since hath been and still is of the value of four hundred and fifty nine pounds fifteen shillings Current money of Maryland to wit at Baltimore County aforesaid; Nevertheless the said John Hackett and Alexander Grant their promise and Assumption aforesaid not regarding, but minding and fraudulently intending, the said George P. Reeports in this part to deceive and defraud the aforesaid sum of money, or any part thereof or the value thereof to the said George P. Reeports yet have not paid, altho to do the same by the said George P. Reeports they, the said John Hackett and Alexander Grant on the twenty sixth day of October seventeen hundred and ninety eight and often afterwards at the County aforesaid were required but the same to him to pay altogether hitherto have refused and still do refuse to the damage of the said George P. Reeports nine hundred pounds Current money of Maryland and thereupon he brings suit and so forth. R. Smith