James Philips
against
Daniel Grant

Be it remembered that heretofore to wit on the fifteenth day of February in the year of our Lord one thousand eight hundred the said James Philips by William Cooke 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 Se to the Sheriff of Baltimore county Greeting. You are hereby commanded to take Daniel Grant late of Baltimore county merchant if he shall be found in your Bailiwick and him safe keep so that you have his body before the said general court to be held at the City of Annapolis on the second tuesday of May next to answer unto James Philips in a plea of trespass upon the case and so forth. 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 8th day of October in the year of our Lord one thousand seven hundred and ninety nine

Issued the fifteenth day of February 1800. (W.C.) Jno. Gwinn clk

And the aforesaid James Philips by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in court here the following declaration a copy whereof was made and sent with the said writ to the Sheriff of the county aforesaid to wit, Western Shore of Maryland Baltimore county to wit Daniel Grant late of Baltimore county merchant was attached to -- answer unto James Philips of a plea of trespass on the case and so forth -- And whereupon the said James by William Cooke his attorney complains that for whereas a certain John Hacket and Alexander Grant by the names and description of Hacket and Grant on the thirtieth day of June in the year of our Lord seventeen hundred and ninety eight at the city of Baltimore to wit at the county aforesaid made their certain note in writing called a promissory note with the proper hand writing of one of them for and on behalf of himself and his said partner thereto subscribed, bearing date the Day and year last aforesaid by which said note the said Hacket & Grant fifteen months after the date thereof promised to pay to the said Daniel Grant or order three hundred and forty eight pounds fifteen shillings and ten pence sterling value received: and then and there delivered the said note to the said Daniel, and the said Daniel to whom or to whose order the payment of the said sum of money in the said note specified or of any part thereof, and also before the time appointed by the said note for payment thereof to wit on the day and year aforesaid at the county aforesaid indorsed

the said note his own proper hand being thereon subscribed by which said indorsement he the said Daniel appointed the said sum of money in the said note specified to be paid to the said James and then and there delivered the said note so indorsed to the said James of which said Indorsement so made on the said note as afs.d they the said John Hacket and Alexander Grant 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 he the said Daniel became liable to pay to the said James the said sum of money in the said note specified according to the tenor and effect of the said note, and of the said Indorsement so made thereon as aforesaid, when he should be thereto afterwards requested, and being so liable he the said Daniel in consideration thereof afterwards on the day and year aforesaid at the county aforesaid undertook and faithfully promised the said James to pay him the said sum of money in the said note specified -- according to the tenor and effect of the said note and of the said Indorsement so made thereon as aforesaid when he should be thereto afterwards requested, and the said James avers that he the said James after the end and expiration of the said space of fifteen months in the said note mentioned and by the said appointed for payment thereof to wit on the third day of October in the year seventeen hundred and ninety nine at the county aforesaid did shew & present and cause to be shewn and presented the said note to the said John Hacket and Alexander Grant for payment thereof, and then and there requested them to pay him the said James the said sum of money in the said note specified according to the tenor and effect of the said note and of the said endorsement so made thereon as aforesaid, but that the said John and Alexander did not at the said time when the said note was so shewn and presented to them for payment thereof as aforesaid or at any other time whatsoever hitherto pay or cause to be paid to the said James the said sum of money in the said note mentioned, or any part thereof but then and there wholly refused and neglected and still do refuse and neglect so to do, whereof the said Daniel afterwards to wit on the day and year last afs.d at the county aforesaid had notice, and the said James in fact saith that the said sum of sterling money in the aforesaid note mentioned was at the time of making the said note to wit on the day and year first aforesaid, ever since has been and still is of the value of five hundred and eighty one pounds six -- shillings and four pence half penny current money to wit at Baltimore county aforesaid. And whereas also the said Daniel afterwards to wit on the day and year last aforesaid at the county aforesaid was indebted unto him the said James in another sum of five hundred and eighty one pounds six shillings

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