Memorandum Judgment rendered in this cause on the sixteenth day of May in the year of our Lord one thousand eight hundred and one for the penalty and costs of suit: and the plaintiff agrees to release the penalty upon the payment of principal Interest and costs: and agrees to stay execution to the first day of August next. payments if any to be allowed

Test. John Gwinn clerk

Henry Moore against George Lee and Henry Marbury	Be it remembered that heretofore to wit on the tenth day of April in the year of our Lord one thousand eight hundred the said Henry Moore by John T. Mason his attorney sued out of the General Court the writ of the State of Maryland of capias ad

respondendum directed to the Sheriff of Charles County in the words and figures following to wit. The State of Maryland &c. To the Sheriff of Charles County Greeting. You are hereby command to take George Lee and Henry Marbury late of Charles County late joint Merchants under the firm of Lee and Marbury 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 Henry Moore 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 25th day of February in the year of our Lord one thousand eight hundred

Issued the 10th day of April 1800. (J.T.M.) John Gwinn clk

And the aforesaid Henry Moore by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in court here the following Declaration and note, copies whereof were made and sent with the said writ, to the Sheriff of the county aforesaid to wit. State of Maryland. Western Shore, Charles County to wit. George Lee and Henry Marbury late of Charles County late joint Merchants under the firm of Lee and Marbury were attached to answer unto Henry Moore in a plea of trespass upon the case and so forth. And whereupon the said Henry Moore by John Thomson Mason his attorney complains that whereas after the first day of May in the year of our Lord one thousand seven hundred and five to wit on the ninth day of September in the year of our Lord one thousand seven hundred and ninety nine at Alexandria that is to say at Charles County aforesaid a certain William Hartshorne senior and William Hartshorne Junior joint merchants under the firm of William Hartshorne and Son made their certain note in writing called a promissory note with the proper hand of the said William Hartshorne and son

subscribed bearing date the same day and year last aforesaid, and the same note to the aforesaid Lee and Marbury delivered, by which said note the said William Hartshorne senior and William Hartshorne Junior by the name of William Hartshorne and Son, promised four months after the date of the said note to pay to the said George Lee and Henry Marbury by the name of Lee and Marbury or order thirteen hundred and sixty three Dollars and twenty four cents for value received / in tobacco notes negotiable at the Bank of Alexandria and afterwards and within the said four months to wit on the day and year last aforesaid at Charles County aforesaid, the said Lee and Marbury by their endorsement with their own proper hand subscribed and made upon the said note, assigned that note to one Jacob Clements, and by the said endorsement ordered the said William Hartshorne and Son to pay the contents of the same note to the said Jacob Clements according to the tenor of the same note: and afterwards and within the said four months to wit on the day and year last aforesaid at Charles County aforesaid the said Jacob Clements by his endorsement with his own proper hand subscribed and made upon the same note assigned that note to the said Henry Moore, and by the said endorsement ordered the said William Hartshorne and son to pay the contents of the said note to him the said Henry Moore according to the tenor of the said note: and the said Henry Moore in fact says that after the assignment and appointment aforesaid, as aforesaid made and after the expiration of the said four months in the same note mentioned to wit on the tenth day of January in the year of our Lord one thousand eight hundred at Charles County aforesaid he the said Henry Moore shewed the note aforesaid and the endorsements on the said note to the said William Hartshorne and Son and then and there required the said William Hartshorne and Son to pay the contents of the said note, to wit the said sum of thirteen hundred and sixty three Dollars and twenty four cents, in the same specified according to the tenor of the said note and the endorsements aforesaid to the said Henry Moore, but the same William Hartshorne and Son the same sum of money to the said Henry Moore did not pay nor have yet paid but to pay the same sum of money to the said Henry Moore they the said William Hartshorne and Son then and there to wit the same day and year last aforesaid and ever after hitherto have refused, wherefore the said Henry Moore afterwards to wit on the tenth day of January in the year last aforesaid at Charles County aforesaid gave notice to the said George Lee and Henry Marbury and by reason of the premises and also by force of the Statute in such case made and provided the said George Lee and Henry Marbury became and were liable and still are liable to pay to the same Henry Moore the said sum of thirteen hundred and sixty three Dollars and twenty four cents in the same note mentioned: and being so liable the said Lee and Marbury in consideration thereof afterwards to wit on the same tenth day of January

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