Present. Henry Ridgely Esquire chief Judge.
William Owings and } Esquires associates
William Winchester }
James Wilson Esquire Sheriff. William Gibson Clerk.

Among other were the following proceedings to wit.

David Stewart
David C. Stewart
and John Stewart
against
Thomas Kerr

Be it remembered, that heretofore to wit on the seventh day of September in the year of our Lord one thousand seven hundred and ninety nine; David Stewart, David Conyngham Stewart and John Stewart by John Purviance their attorney sued out of the County Court here the writ of the State of Maryland of Capias ad respondendum against Thomas Kerr directed to the sheriff of Baltimore county in form following, to wit.

State of Maryland, To the sheriff of Baltimore County Greeting. We Command you that you take Thomas Kerr late of Baltimore County yeoman if he shall be found in your bailiwick and him so taken you safely keep so that you have his body before the Justices of Baltimore County Court at the Court house in the same County on the first Monday in April next to answer unto David Stewart, David Conyngham Stewart and John Stewart in a plea of Trespass on the Case and soforth. Hereof fail not at your peril and have you then and there this writ. Witness Henry Ridgely Gentleman chief justice of our said Court the 7th day of September in the year of our Lord seventeen hundred and ninety nine.

Issued the 7th day of September 1799. J.P. Jno. Gibson Clk.

Whereupon the said David Stewart, David Conyngham Stewart and John Stewart by their attorney aforesaid declared against the said Thomas Kerr in the plea aforesaid, in form following A Copy whereof was made and sent with the said aforegoing writ, to the sheriff of the County aforesaid to wit.

Baltimore County fs. Thomas Kerr late of Baltimore County yeoman was attached to answer David Stewart, David Conyngham Stewart and John Stewart in a plea of trespass on the Case and soforth. And whereupon the said David Conyngham and John by John Purviance their attorney complain that whereas the said Thomas on the twenty fourth day of April in the year one thousand

seven

seven hundred and ninety nine, at Baltimore to wit at the County aforesaid made his certain note in writing commonly called a promissory note, his own proper hand being thereto subscribed bearing date the day and year aforesaid and then and there delivered the said note to one James Kerr by which said note the said Thomas ninety days after the date thereof promised to pay to the said James or order, two hundred and fifty dollars for value received and the said James to whom or to whose order the payment of the said sum of money mentioned in the said note was by the said note to be made after the making thereof and before the payment of the money in the said note specified or of any part thereof and before the time appointed by the said note for the payment thereof to wit on the day and year aforesaid at the County aforesaid indorsed the said Note his own hand being thereon subscribed; by which indorsement the said James ordered and appointed the said sum of money specified in the said note to be paid to the said David, David Conyngham and John and then and there delivered the said note so indorsed to the said David David Conyngham and John of which said indorsement the said Thomas 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 Thomas became liable to pay to the said David, David Conyngham and John 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 Thomas in consideration thereof, afterwards to wit, on the day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised the said David, David Conyngham and John to pay them 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. Nevertheless the said Thomas (altho often requested by the said David David Conyingham and John the aforesaid sum of two hundred and fifty Dollars, or any part thereof but hath hitherto altogether refused to pay the same to them the said David, David Conyngham and John and the said Thomas still doth refuse to pay the same to the damage of the said David, David Conyngham and John, four hundred Dollars Current money of Maryland; and therefore they bring suit and soforth.

John Purviance Atty for Plaintiff. } John Doe and
Pledges to prosecute } Richard Roe.

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