Gist and a certain John Merryman now deceased whom the said Joshua Gist hath survived in the life time of him the said John Merryman to wit, on the sixth day of December in the year one thousand seven hundred and ninety nine at Baltimore to wit at Frederick County aforesaid made their certain note in writing commonly called a promissory note their own proper hand writing being thereunto subscribed bearing date the same day and year aforesaid and then and there delivered the said note to a certain James McCamish and thereby promised to pay to the said James McCornick by the name of James McCornick Junior or order six months after the date of the said note six hundred and twenty six pounds three shillings and six pence for value received by them the said Joshua Gist and John Merryman in the life time of him the said John Merryman, and the said James McCornick Junior to whom or to whose order the payment of the said sum of money contained in the said note was to be made afterwards the making of the said note, and before the payment of the said sum of money contained 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 indorsed the said note his own proper hand writing being thereunto subscribed, and by that Indorsement appointed the Contents of the said note to be paid to the said James Hanson or order and then and there delivered the said note so indorsed to the said James Hanson of which said indorsement so made on the said note as aforesaid they the said Joshua Gist and John Merryman in the life time of him the said John Merryman afterwards to wit, on the same 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 Joshua Gist and John Merryman in the life time of him the said John Merryman became liable to pay to the said James Hanson the said sum of money contained 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 they the said Joshua Gist and John Merryman in the life time of him the said John Merryman

Merryman in consideration thereof afterwards to wit, on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said James Hanson to pay him the said sum of money contained in the said note according to the tenor and effect of the said note and of the said Indorsements so made thereon as aforesaid. Nevertheless the said Joshua Gist and John Merryman in the life time of him the said John Merryman and the said Joshua Gist after the death of him the said John Merryman their promise and undertaking aforesaid in form aforesaid made not regarding the said sum of money contained in the said note or any part thereof to the said James Hanson have not paid nor hath either of them paid (although to do it the same Joshua Gist and John Merryman in the life time of the said John Merryman afterwards to wit on the ninth day of June in the year one thousand Eight hundred at the County aforesaid, and the said Joshua Gist after the decease of the said John Merryman to wit, on the first day of January in the year one thousand Eight hundred and one at the County aforesaid, by the said James Hanson were required but the said Joshua Gist and John Merryman in the life time of him the said John Merryman and the said Joshua Gist after the death of him the said John Merryman the said sum of money contained in the said note to the said James Hanson to pay or any way for the same to content have altogether refused and the said Joshua Gist the said sum of money contained in the said note to the said James Hanson hitherto to pay doth altogether refuse to the damage of the said James Hanson fifteen hundred pounds, and therefore he brings suit and so forth

Walter Dorsey for Pltff. } John Doe and
Pledges to prosecute } Richard Roe.

A Copy of which said declaration was made and sent with the writ which issued in the plea aforesaid thereon endorsed to be served on the defendant with the writ or left at his last place of abode at least twenty days before the return thereof for plea or judgment the first Court.

At which said second tuesday of May being the twelfth day of the same month in the year of our Lord one thousand Eight hundred and one and the day of the return of the foregoing writ, comes into the General Court here the said James Hanson