return of the Writ afs, comes the said Samuel Sharp by Samuel Earle his At:
:torney and likewise comes the Sheriff of Cecil County, towit; Richard Bond
Gentleman & makes return thereof now here to the Court that he hath taken
the Body of the said William Brown & that he hath him here ready at the
Court House afs, to answer the afs Samuel Sharp in the plea aforesaid as
he was Commanded. And the said William Brown being
called upon appears, and at the prayer of the Plaintiff by his Attorney afs
the said William Brown is adjudged to give special Bail to the Action afs:
Thereupon a certain Peter Lawson of Cecil County, Gentleman present here
in Court in his proper person undertook & became pledge & Mainucaptor for the
said William Brown at the suit of the said Samuel Sharp, that if it should
happen that the said William Brown at the suit of the said Samuel Sharp in
the plea aforesaid should be convicted, that then the same Mainucaptor doth grant
that as well the damages as all such Costs and Charges which to the said Samuel
Sharp in this part shall be adjudged of his Lands & Tenements, Goods & Chattels to be
made & to be for the use of him the said Samuel Sharp to be levied that if it should
happen that the said William Brown the damages, Costs & Charges aforesaid to the
aforesaid Samuel Sharp shall not pay, or himself to the prison or Custody of the
Sheriff of Cecil County aforesaid on that occasion render. And the said
Samuel Sharp by his Attorney aforesaid, declared against the said William Brown in
the plea aforesaid as follows, viz.

Cecil County To wit William Brown late of Cecil County, Merchant, was attach:
:ed to answer unto Samuel Sharp of a plea of Trespass on the Case &c. &c.

And whereupon the said Sam: Sharp by Sam: Earle his Attorney complains
that whereas the aforesaid William after the first day of May seventeen hundred &
— five, towit, on the third day of September, seventeen hundred and eighty four
at Baltimore, towit, at the County afs made his certain Note in writing called a
Promissory Note with his proper hand thereunto subscribed, bearing date the day
and year last aforesaid, & the said Note to a certain Josiah Blakely & Joseph West
by the name of Blakely and West then & there delivered by which said Note the aforesaid

William promised to pay unto them the said Josiah & Joseph by the name of Blakely
& West or Order, the sum of three hundred & thirty pounds, ten shillings & eight pence
currency in three Months from the date of the same Note for value received; and the
aforesaid Joseph & Josiah afterwards and before the first day of May, seventeen hun:
:dred and five, towit, on the fifteenth day of January, seventeen hundred and eighty five
at Baltimore, towit, at the County aforesaid, the aforesaid sum of money or any part
thereof not being paid or satisfied by their indorsement thereupon the Note afs, made
& written & with the proper hands of them the aforesaid Josiah & Joseph subscribed by
the Name of Blakely and West; ordered and appointed the aforesaid sum of Money in
the Note aforesaid mentioned, to be paid unto him the said Samuel Sharp and after:
:wards, towit, on the day & year last aforesaid at the County aforesaid, the aforesaid Wil:
:liam of the indorsement aforesaid had notice by reason of which premises & also by force of the
Statute in such cases lately made & provided the aforesaid William became liable
for & chargable to pay unto him the aforesaid Samuel, the aforesaid sum of money in
the same Note mentioned, according to the form & effect of the said note & the indorsement
thereon so as aforesaid; and being so therewith chargable the aforesaid William in
Consideration thereof afterwards, towit, on the day and year last aforesaid at the County
afs, upon himself assumed, & to the said Samuel then & there faithfully promised that
he the said William the aforesaid sum of money to him the said Samuel according
to the form & effect of the said Note & indorsement thereon as aforesaid would well & tru:
:ly content & pay: Nevertheless the said William Brown his promise and Assumpt:
:tion aforesaid, so as aforesaid made not regarding, but minding and fraudulently
intending him the said Samuel in this behalf subtilly to deceive and defraud the
aforesaid sum of money or any part thereof to him the said Samuel hath not content:
:ed or paid altho' so to do the aforesaid William was afterwards towit on the day and
year last aforesaid & often afterwards at the County aforesaid by the said Samuel
requested, but the same or any part thereof to content or pay he hath hitherto altogether
refused & still doth refuse to the damage of him the said Samuel, six hundred
pounds current money of Maryland & therefore he brings suit &c. &c.

Pledges, &c. — Inf. Doe & Rich.d Roe.