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Sheriff of Somerset County that he should take the body of Robert Smyly late of Somerset County Gentleman if he should be found in his Bailiwick and him safe keep so that he might have his body before the Judges of the next General Court to be held for the Eastern Shore of this State at Talbot County Court house the second Tuesday of April next to answer unto Andrew Kennady of a Plea of Trespass upon the Case &c. And that thereof he the said Sheriff should not fail at his Peril and that he should have there and then this Writ &c. —

At which said second Tuesday of April Anno Domini one thousand seven hundred and Eighty seven being the day of the return of the writ aforesaid came the said Andrew Kennady by William Tilghman his Attorney and the said John Denwood Sheriff of Somerset County to whom the same writ was directed Likewise came and made return thereof to the Court here thus endorsed, to wit; "Cepi John Denwood Sheriff". And the said Robert Smyly by William Hayward his Attorney came here into Court, and thereupon the said Robert Smyly at the prayer of the said Andrew Kennady was ruled to give Special Bail in the Plea aforesaid; Whereupon William M'Bryde came here into Court before the Judges aforesaid in his proper person and became Pledge and Mainucaptor for the aforesaid Robert Smyly that if it should happen that Judgment by the Court here for the aforesaid Andrew Kennady in the Plea aforesaid against the said Robert Smyly should be rendered then the said William M'Bryde granted that all such Damages, Costs and Charges which unto the said Andrew Kennady in this Plea should by the Court be adjudged, of his Lands and Chattels should be made and to the use of the said Andrew Kennady Casual if it should happen that the said Robert Smyly the said Damages, Costs and Charges unto the said Andrew Kennady should not pay or his body in Execution of such Judgment to the Public Prison of Somerset County aforesaid by that occasion should not render: And thereupon Day was given as well to the said Andrew Kennady as to the said Robert Smyly by the Court here until the second Tuesday of September then next following. — At which Day, to wit; the second Tuesday in September here came again as well the said Andrew Kennady as the said Robert Smyly by their Attorneys aforesaid and the said Andrew Kennady by his said Attorney filed his Declaration in the Plea aforesaid against the said Robert Smyly in manner and form following, to wit. Eastern Shore of Maryland Somerset County ss: Robert Smyly late of Somerset County Gentleman was attached to answer unto Andrew Kennady of a Plea of Trespass upon the Case and so forth —

And thereupon the said Andrew Kennedy by William Tilghman his Attorney

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complains that whereas the said Robert Smyly on the twentieth day of October in the year of our Lord one thousand seven hundred & eighty four at the County aforesaid was indebted unto him the said Andrew in the sum of four hundred & ninety two pounds four Shillings & three pence half pence lawful money of Maryland for sundry matters & things properly chargable in account as by an account thereof herewith brought into Court appears And being so thereof indebted the aforesaid Robert afterwards to wit, on the day & year aforesaid at the County aforesaid in consideration thereof upon himself assumed & to the said Andrew then & there faithfully promised that he the said Robert the aforesaid sum of four hundred and ninety two pounds four shillings & three pence half Penny to the said Andrew when thereto afterwards he should be required would well & truly content & pay And whereas also the aforesaid Robert afterwards, to wit, on the same day & year aforesaid was indebted to the said Andrew in one other sum of four hundred & ninety two pounds four shillings & three pence half sum of current money of Maryland for divers goods Wares & Merchandizes before that time sold & delivered at his special instance & request; and being so thereof indebted he the said Robert in consideration thereof afterwards to wit on the day & year aforesaid at the County aforesaid upon himself assumed & to the said Andrew then & there faithfully promised that he the said Robert the last aforesaid sum of Money to the said Andrew when thereto afterwards he should be required would well & truly content & pay And whereas also he the aforesaid Robert afterwards to wit, on the day and year aforesaid at the County aforesaid, in consideration that the said Andrew had at the Special instance & request of the aforesaid Robert before that time sold & delivered to the said Robert divers other Goods Wares & Merchandizes, assumed and to the said Andrew then & there faithfully promised that he the said Robert would well & faithfully pay and satisfy to the said Andrew so much money as the said Goods wares & Merchandizes last mentioned were reasonably worth at the time of the sale & Delivery thereof, when he the said Robert should be thereto afterwards required, And the said Andrew in fact saith that the said Goods Wares & Merchandizes last mentioned were reasonably worth at the time of the said Sale & delivery other four hundred & ninety two pounds four Shillings & three pence half penny current money of Maryland, to wit at the County aforesaid whereof the said Robert then & there had notice Yet the said Robert his several promises & Assumptions in form aforesaid made not regarding but contriving & fraudulently intending the said Andrew in this behalf craftily & subtilly to deceive & defraud the aforesaid several sums of money or either of them (all) the same to him to pay afterwards to wit, on the day & year aforesaid at the County aforesaid by the said Andrew he was required) to the said Andrew hath not paid but the same to him to pay hath hitherto altogether refused & still doth refuse to the damage of the said Andrew one thousand pounds current money of Maryland & thereupon he brings suit &c. Wm. Tilghman. Pledges &c. John Doe & Richard Roe.