Security granted as well the Damages afsd as also the Costs and Charges which to the same Henry Ward Pearce in the Plea afsd should be adjudged of the Goods and Chattels Lands and Tenements of the same Benjamin Hatchison to be made and for the use of the said Henry Ward Pearce to be levied if it should happen that the said William Glanwell and William Kendall the Debt and Damages costs and Charges of the same Henry Ward Pearce Junr. in the Plea afsd should not pay or himself into the Custody of the Sheriff of Kent County on that Occasion render. And the afsd William Glanwell & William Kendall by Robert Wright their Attorney comes and Defends the force and injury when and so forth and prayed liberty of imparling thereof here to the Action afsd untill the monday before the third Tuesday of June next and they had it the same day was given the afsd Henry here and so forth At which said monday before the third Tuesday of June seventeen hundred and eighty six came again the parties afsd by their Attorneys afsd and the said Henry by his Attorney afsd offered himself against the said William Glanwell and William Kendall in the plea afsd and Complained thereof against him in the following words, to wit; William Glanwell & William Kendall both late of Kent County Planters were summoned to answer unto Henry Ward Pearce Junr. of a plea of Trespass on the Case and so forth. And Whereupon the said Henry Ward Pearce the Younger by William Tilghman his attorney complains that whereas the afsd William Kendall and William Glanwell on the fourteenth Day of December in the Year of our LORD one thousand seven hundred and eighty four, at the County afsd, made their certain Note in Writing, called a promissory Note, subscribed with their proper Hands bearing date the Day and Year afsd and then and there Delivered the said Note to the said Henry by which said Note the said William Kendall and William Glanwell did bind themselves their Heirs Executors and Administrators to pay to him the said Henry the sum of seventy seven pounds three shillings current money of Maryland on or before the first day of October in the year of Lord one thousand seven hundred and eighty five by reason of which said promise and also by force of a certain

Statute in such case made and provided they the said William Kendall and William Glanwell became liable and still are liable to pay unto the said Henry the afsd sum of seventy seven pounds three shillings, in the same note contained according to the tenor of the same note and being so liable they the said William Kendall and William Glanwell in consideration thereof afterwards, to wit, on the Day and year afsd at the County afsd undertook and then and there faithfully promised to the said Henry to pay him the said sum of seventy seven pounds three shillings according to the tenor of the said note yet the said William Kendall and William Glanwell their Promise and undertaking so made as afsd not regarding, but contriving and fraudulently intending craftily and subtilly to Deceive and Defraud the said Henry in this particular have not paid nor hath either of them paid to the said Henry the afsd sum of money or any part thereof nor hitherto in any manner have satisfied him for the same altho' they the said William Kendall and William Glanwell <u>were</u> afterwards, to wit: on the Second Tuesday of October in the year seventeen hundred and eighty five and often afterwards, to wit; at the County afsd to the said Henry to pay the same by the said Henry requested but the same to him to pay have hitherto altogether Refused and still do Refuse to the Damage of the said Henry one hundred pounds current money of Maryland and therefore he bring Suit and so forth —

William Tilghman. Pledges &c John Doe & Richard Roe —

And the afsd William Kendall and William Glanwell by their Attorney afsd defends the force and injury when and so forth prayed liberty of Imparling thereof here to the action afsd untill the monday before the third Tuesday of October next and they had it the same Day was given the afsd Henry here and so forth At which said monday before the third Tuesday of October seventeen hundred and eighty six came again the parties afsd by their Attorneys afsd and the said William Kendall and William Glanwell by their Attorney afsd prayed further liberty of Imparling thereof here to the Action afsd untill the Monday before the third Tuesday of March next and he had it the same day was given the afsd Henry here and so forth At which said monday before the third Tuesday of March seventeen hundred and eighty seven the afsd William Kendall and William Glanwell by their Attorney afsd here into Court doth