James Pearce Adm'r of Charles Gordon Plff. vs Joshua George Def't. } You William Matthews and Sidney George do jointly and severally acknowledge yourselves Special Bail for the said Joshua George at the suit of the said James Pearce in an Action of Debt brought by the said James Pearce against the said Joshua George in the General Court. They acknowledge themselves to be content therewith this 10th day of April 1788, before James Lowtit, John Miller.

To the Honorable the Judges of the General Court.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and by order of the Court here, thereon was further continued until the second Tuesday of September then next following. At which said second Tuesday of September seventeen hundred and eighty eight, came again the parties aforesaid by their Attorneys aforesaid; and the said James by his Attorney aforesaid, declared against the said Joshua in manner and form following, to wit: Cecil County, to wit: Joshua George the younger late of Cecil County Gentleman was attached to answer unto James Pearce, Adm'r of all and singular the Goods, Chattels, Rights and Credits which were of Charles Gordon deceased with the Will of the said Charles annexed of a plea of Trespass upon the Case and so forth. And whereupon the said James Pearce by William Tilghman his Attorney, complains that whereas the said George on the eleventh day of May in the year of our Lord one thousand seven hundred and eighty four at the County aforesaid made his certain Note in writing called his promissory Note with his proper Name and hand subscribed bearing date the day and year aforesaid and the same Note unto the said Charles Gordon in his lifetime did then and there deliver, by which said Note he the said Joshua did promise to pay unto the said Charles or to his order the sum of one hundred and eighty pounds current money of Maryland, with legal Interest thereon in or before the first day of September in the year of our Lord one thousand seven hundred and eighty five for Value of him received; by reason of which said promises and also by force of the Statute in such case made and provided the said Joshua became liable to pay to the said Charles the aforesaid sum of money with legal Interest thereon according to the tenor of the said Note. And so being liable, he the said Joshua in Consideration thereof, afterwards, to wit, on the same day and year aforesaid at the County aforesaid upon himself did assume, and to the said Charles in his lifetime, did then and there faithfully promise that he the said Joshua the aforesaid sum of money with legal Interest thereon to the said Charles would well and truly content and pay according to the tenor of the said Note. Yet the said Joshua his Promise and Assumption in form aforesaid made, not regarding, but contriving and fraudulently intending the said Charles in his lifetime, and the said James since the death of the said Charles in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of money with legal Interest thereon to the said Charles in his lifetime or to the

said James, since the death of the said Charles (to which said James Administration of all and singular the Goods and Chattels, Rights and Credits which were of the said Charles at the time of his Death, with the Testament of the said Charles annexed by John Nicholson Esquire, Register of Wills for Kent County after the death of the said Charles, to wit, on the _____ day of _____ in the year of our Lord, one thousand seven hundred and eighty _____ at Kent County aforesaid in due form of Law was committed) hath not paid (altho the same to the said Charles in his lifetime to pay, he the said Joshua afterwards, to wit, on the second day of September in the year of our Lord one thousand seven hundred and eighty five at Cecil County aforesaid by the said Charles in his lifetime was required, and the same to the said James since the Death of the said Charles often afterwards at the County aforesaid by the said James was required) but the same to the said Charles in his lifetime, and to the said James since the death of the said Charles to pay, hath hitherto altogether refused and to the said James still doth refuse and unjustly detains to the Damage of the said James five hundred pounds current money aforesaid, and therefore he brings suit &c, and the said James brings into here the letters of Administration of the aforesaid John Nicholson Esquire, Register, which the Commission of Administration aforesaid in form aforesaid do testify &c.

Wm. Tilghman. — Pledges &c. — John Doe, Rich'd Roe.

And the said James by his Attorney aforesaid prayed that a rule of Court be made for the said Joshua to file his plea, and answer to the Declaration aforesaid of him the said James by the second Tuesday of April then next following, and it granted unto him; the same day was given to the said Joshua there and so forth. At which said second Tuesday of April seventeen hundred and eighty nine, came again the said James by his Attorney aforesaid, and suggested to the Court here, that the said Joshua was dead, and that he died since the last Continuance, to wit, on the _____ day of _____ seventeen hundred and eighty nine, at Cecil County aforesaid; Whereupon further process of and upon the premises aforesaid, by order of the Court here, until the second Tuesday of September then next following. At which said second Tuesday of September seventeen hundred and eighty nine, came again the said James by his Attorney aforesaid, and a certain Sidney George Adm'r of all and singular the Goods and Chattels, Rights and Credits which were of the said Joshua at the time of his death, (who died intestate as it is said) by Hugh Matthews his Attorney, and was at the prayer of the said James and by leave of the Court here made Defendant instead of the said Joshua deceased; and the said James by his Attorney aforesaid, prayed that a rule of Court be made for the said Sidney to file his plea and answer to the declaration aforesaid of him the said James, by the second Tuesday of April then next following, and it was granted unto him; the same day was given to the said Sidney there and so forth. At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid