the Sheriff of Cecil County to whom the said Writ was directed makes return thereof
by letter of the tenor thereof endorsed to wit Cecil Sam Orrick Sheriff Whereupon
came here into Court the said John Hammond Cromwell by William Cornell
his Attorney and defends the force and injury when &c. And the said John
Fortman by his Attorney declares as follows to wit Cecil County to John
Hammond Cromwell late of Cecil County farmer was summoned to answer
unto Richard Fortman of a plea that he keep unto him the Promises by
him thereunto made According to the force & effect of a certain writing thereof
by the said Whereupon the said Richard Fortman
by William Coldsmith his Attorney saith that Whereas the said John
Hammond Cromwell on the ninth day of July in the year of our Lord
one thousand seven hundred and eighty eight at Cecil County aforesaid by a certain writing
made by the said John by the name of John Hammond Cromwell of
Cecil County in the State of Maryland to the said Richard by the name
of Richard Fortman of the City of Philadelphia Merchant in conside-
ration of One hundred and eighty three pounds twelve shillings to the said John
in hand paid by the said Richard did assign Transfer and set over to the said
Richard his Executors Administrators & assigns a certain writing Obligatory of a
certain Thomas Hope by which said Writing bearing date on the third
day of July in the year aforesaid the said Thomas Hope became held and
firmly bound unto the said Cromwell in the sum of three hundred and sixty
six pounds Five shillings current Money of Maryland to be paid to the
said Cromwell his Executors Administrators or Assigns with a condition
thereunto underwritten that if the said Thomas Hope should pay or cause to
be paid to the said Cromwell or his Assigns the sum of One hundred & eighty
three pounds Twelve shillings current Money aforesaid with the lawful interest
from the date of the said Obligation on demand then the said
Obligation shall be void otherwise to remain of force and the said Cromwell for
himself his Heirs Executors & Administrators covenanted and agreed to and
with the said Richard Fortman his Executors Administrators & assigns
by the Writing aforesaid with the seal of the said Cromwell and to the Court
here shewn the date whereof is on the day and year first aforesaid that if
the said Thomas Hope should not pay the said Fortman the money
mentioned in the condition of the said writing Obligatory aforesaid to the said
Cromwell would pay to the said Fortman the said Money or so much
thereof as the the said Fortman should not recover or receive from the
said Hope And the said Fortman infact saith that he the said Hope
did not pay to him nor did he ever recover or receive from the said
Hope the said Money mentioned in the condition of the writing
Obligatory aforesaid or any part thereof except the sum of sixty six
pounds seven shillings and sixpence which the said Hope paid

to the said Fortman on the third day of July in the year of our Lord Christian
hundred and eighty nine And the said Fortman further saith that the sum
of £128. 4. 9 part of the Money mentioned in the condition of the said writ-
ing Obligatory together with the legal Interest on the same from the said
third day of July in the year last aforesaid hath remained and still doth re-
main in arrear and unpaid by the said Hope to the said Fortman
at the time aforesaid to pay the said Hope was on the day and year last
aforesaid and often afterwards at the County aforesaid required of which the said
Cromwell on the first day of August in the year aforesaid at the County aforesaid
had Notice And the said Fortman further saith that the said Crom-
well at the often required hath not paid to the said Fortman the afore-
said sum of Money with legal Interest for the same from the said
third day of July in the year last aforesaid which he hath to
have paid according to the form & effect of the Writing aforesaid and to the
said Cromwell at the often required his Covenant aforesaid whether the said
Cromwell should pay to the said Fortman, the said Money mentioned
in the condition of the writing Obligatory aforesaid or so much thereof
as the said Fortman should not recover or receive of the said according to the form and
effect of the said writing to the said Fortman hath not kept, but the same hath
broken and the same to him to keep hath hitherto altogether refused & still doth re-
fuse Whereupon the said Fortman saith he is worse & damage hath to
the value of four hundred pounds current Money of Maryland and Whereupon
he brings this suit &c. Pledges &c. John Doe Richard Roe
Whereupon at the prayer of the said Richard by his Attorney the said John
is said under a Rule to answer to the Declaration of the said Richard or
Judgment &c. And the said John by his Attorney prays leave of the Court
hereto imparle until the next Court thereto answer &c. And he hath it
the same day is given to the parties aforesaid there &c. At which said Court
to wit the second Monday of September Anno Domini 1790 come again
into Court the parties aforesaid by their Attorneys aforesaid and the said John prays further
leave to imparle until the next Court and he hath it, the same day
is given the Richard there &c. At which said next Court to wit the
second Monday of April Anno Domini 1791 come hereunto Court again the par-
ties aforesaid by their Attorneys and the said John by his Attorney prays further leave
of the Court hereto imparle until the next Court there to answer and ad-
ferth and he hath it the same is given to the said Richard there &c.
At which said next Court to wit the second Monday of September Anno Domi-
ni 1791 Come hereunto Court the parties aforesaid by their Attorneys aforesaid and the said
John by his Attorney defends the force and injury when &c. and says nothing in
Bar or precluded of the said Action of the said Richard by which the said Ri