Attorney came here into Court, and thereupon he was ruled (at the prayer of the Said John Elgist) to give Special Bail in the plea aft. Whereupon the Said Redmond by his Attorney aft. affixed in Court here the following Bail piece, towit, "John Elder Gist Administrator of Patrick Kelly against Redmond Grace Defendant, We Henry Sachs Carroll and Samuel Wilson do Jointly and Severally Acknowledge yourselves special Bail for the Said Redmond Grace to the Suit of the Said John Elder Gist Administrator of Patrick Kelly in an Action in the case brought by the Said John Elder Gist Administrator of Patrick Kelly in the General Court. They Acknowledge themselves to be content therewith this Seventh day of April 1795. before John Done. John Gale. –

To the honorable the Judges of the General Court. – Somerset County towit, Redmond Grace putteth in his place Benjamin Dashiell Esq. his Attorney against John Elder Gist Administrator of Patrick Kelly in the plea aforesaid – And thereupon day was given as well to the Said ~~John~~ as to the Said Redmond by the Court here until the Second Tuesday of September then next following &c. At which Said second Tuesday of September in the year aft. came the Parties aft. by their Attornies aft. and the Said John by his Attorney aft. affixed his Declaration in the plea aft. in manner and form following, towit, Eastern Shore of Maryland Somerset County, towit, Redmond Grace late of Somerset County Merchant was Summoned to answer unto John Elder Gist Administrator of the Goods & Chattels Rights and Credits of Patrick Kelly, deceased, of a plea of Trespass on the Case and Assumpsit – And whereupon the Said John by Gist by Josiah Bayly his Attorney complains that whereas the Said Redmond on the fifth day of April in the year of our Lord Seventeen hundred and ninety two, at the County aft. made his certain Note in Writing commonly called a Promissory Note with his own name and hand thereunto Subscribed bearing date the same day and year aft. and did then and there deliver the Same Note to the Said Patrick in his lifetime, by which Said Note the Said Redmond promised to pay to the Said Patrick or Order the Sum of Twelve pounds & one shilling Currency for value received; when he the Said Redmond should be thereunto required; by reason whereof & also by force of the Statute in such Case made and provided the Said Redmond became liable & chargeable to pay unto the Said Patrick in his lifetime the Said Sum of twelve pounds & one shilling according to the Tenor & effect of the Said Note; Who being so liable the Said Redmond in Consideration thereof afterwards, towit, on the Same day and year aft. at the County aforesaid upon himself assumed & unto the Said Patrick assumed in his lifetime then & there faithfully promised to pay unto him the Said Patrick the same Sum of Money according to the Tenor & effect of the Said Note. And Whereas also afterwards, towit, on the tenth day of October in the year of our Lord Seventeen hundred & ninety three at the County aft. the Said Redmond accounted together with the Said Patrick in his lifetime

concerning divers other Sums of Money then before that time due and unpaid by the Said Redmond to the Said Patrick in his lifetime for dealings at the Cambridge Store, and the Said Redmond was upon the Said Account then and there found in arrear to the Said Patrick Kelly in his lifetime in one other Sum of Two hundred and eleven pounds five Shillings & eleven pence current money of Maryland, and the Said Redmond being so found in arrear, in Consideration thereof afterwards, towit, on the same day & year last aft. at the County aft. upon himself assumed and unto the Said Patrick Kelly in his lifetime then & there faithfully promised to pay unto the Said Patrick Kelly the Said Sum of Money last above mentioned when he the Said Redmond should be thereunto afterwards required: And Whereas also afterwards, towit, on the same day and year aft. at the County aft. the Said Redmond Grace was indebted unto the Said Patrick Kelly in his lifetime in the Said Sum of One hundred and fifty four pounds nine Shillings & four pence current money of Maryland for so much like money then before that time had & received by the Said Redmond Grace for the use of the Said Patrick Kelly in his lifetime; & so thereon indebted being the Said Redmond Grace in Consideration thereof afterwards, towit, on the same day and year last aft. at the County aft. upon himself assumed & unto the Said Patrick Kelly in his lifetime then and there faithfully promised to pay unto the Said Patrick Kelly the Said Sum of Money last aft. when he the Said Redmond should be thereunto afterwards required; Nevertheless the Said Redmond Grace his several promises and assumptions aft. in manner and form aft. made not regarding but minding and fraudulently intending the Said Patrick Kelly in this plea craftily & subtilly to deceive and defraud the Said Several sums of Money or any part thereof unto the Said Patrick Kelly in his lifetime or unto the Said John Elgist since the Death of the Said Patrick (to whom Said John Elgist the Administration with the Will annexed of all and Singular the Goods and Chattels Rights and Credits which were of the Said Patrick at the time of his Death afterwards, towit, on the day of in the year of our Lord Seventeen hundred & at the County of Dorchester by John Goldsborough Register of Wills for Dorchester County was in due form of law Committed) yet hath not paid (altho so to do the Said Redmond by the Said Patrick on the tenth day of October in the year of our Lord Seventeen hundred and ninety three, & by the Said John Elgist after the death of the Said Patrick, towit, on the day of in the year of our Lord Seventeen hundred & often since that time at Somerset County was required) but the Same to the Said Patrick in his lifetime & to the Said John Elgist after the Death of the Said Patrick to pay he the Said Redmond hitherto altogether hath refused and still doth refuse to pay the Same to the Said John Elgist, wherefore the Said John Elgist saith that he is injured that & sustained Damage to the value of Six hundred pounds current money of Maryland & thereupon he brings Suit &c. And the Said John Elgist also brings here into Court the Said Letters of Administration granted to him the Said John in manner and form aft.