of Somervele and Duguid or order the sum of three hundred and seventy two pounds, one shilling Maryland Currency, that is to say Current money of Maryland, with legal Interest for the same from the date of the same Note, when they the said James Frazier and James Byers should be thereto afterwards required, the same being for value received, according to the tenor and effect of the same Note; By reason whereof, as also by force of the Statute in such case made and provided, the said James Frazier and James Byers were and became liable for, and chargeable to pay unto the said Somervele and Duguid, the aft. sum of three hundred and seventy two pounds, one shilling, according to the tenor and effect of the same Note, and so thereof being liable and chargable, the said James Frazier and James Byers afterwards, to wit, the day and year last aft. at the County aft. in consideration thereof, Assumed upon themselves and then and there faithfully promised the said Somervele and Duguid to pay them, the said Somervele and Duguid the sum of money aft. according to the tenor and effect of the same Note — Nevertheless the said James Frazier and James Byers their promise and Assumption aft. in form aft. made, not regarding, but intending the said Somervele and Duguid in this behalf to deceive and defraud, the sum of money aft. or any part thereof to the said Somervele and Duguid or to either of them yet have, nor hath either of them paid; altho' to pay the same the said James Frazier and James Byers afterwards, to wit, on the tenth day of June in the year aft. and often since, at the County aft. by the said Somervile and Duguid were required, but the same to them to pay the said James Frazier and James Byers have, and each of them hath hitherto altogether refused and still do refuse, to the Damage of the said Somervile and Duguid in the sum of five hundred pounds, Current money: And thereupon they bring this suit &c. — N. Hammond ptff's — John Doe } pledges &c.
Richd Roe }

The promissory Note whereof mentioned is made in the Declaration aft. ensues as follows, to wit —

£372.1.— Mary.d Curry — Lower Marlborough 20th May 1786. —

On Demand we promise to pay to Somervele and Duguid or Order, three hundred and seventy two pounds one shilling Maryland Currency for value received, with legal Interest thereon from the date hereof —

Signed — Byers and Frazier —

Lock Lang Wm

And the same Somervele and Duguid by their Attorney aft. prays that the said James Frazier may, said under a rule of the Court, to file his plea in answer to the Declaration aft. of them the said Somervele and Duguid on or before the second Tuesday in September then next following, and it was granted unto them, the same day was given to the James Frazier their &c. — At which said second Tuesday of September seventeen hundred and ninety seven, came again into Court here the Parties aft. by their Attorneys aft. and the said James Frazier by his Attorney aft. defends the force and injury when &c. and says, that he did not Assume upon himself in manner and form as the aft. Somervile and Duguid above against him have complained — And of this he puts himself upon the Country, &c. — And the said James by leave of the Court here first had and obtained according to the form of the Statute in such cases made and provided, further comes and defends the force and injury when &c. and saith that the said Somervele and Duguid their Action aft. thereof against him to have or maintain ought not, because he saith that he did not Assume upon himself at any time within three years before the day of the impetration of the Original Writ of them the said Somervele and Duguid in manner and form as they above against him, have complained — And this he is ready to verify; Wherefore he prays Judgment if the aft. Somervele and Duguid their Action aft. thereof against him to have or maintain ought &c. —

W. D. Martin Atty for Defendant —

And the said Somervele and Duguid by their Attorney aft. as to the first plea of the said

James Frazier doth thereof in like manner &c. — And the said Somervele and Duguid as to the said second plea of the said James Frazier, say that they ought not to be precluded from having or maintaining their Action aft. thereof against him the said James Frazier for any thing by him in his said second plea alledged; because they say that on the day of August in the year seventeen hundred and ninety six, they the said Somervile and Duguid sued out and impetrated their Original Writ in the plea aft. against him the said James Frazier; And that the said James Frazier within three years next before the said day of suing out and impetrating the said Original Writ in the plea aft. did Assume upon himself in such manner and form as the said Somervele and Duguid above against him have complained; And this he prays may be enquired of by the Country &c. And the said James Frazier doth thereof in like manner &c. — N. Hammond ptff's —

Whereupon this came standing ready for Trial, further process aft. and upon the premises aft. between the Parties, by consent of the said Parties and their Attorneys aft. and by order of the Court here thereon, is further continued until next Term — And now here at this day, to wit, the second Tuesday of April seventeen hundred and ninety eight, came again the Parties aft. by their Attorneys aft. And the said James Frazier by his Attorney aft. further defends the force and injury when &c. and saith that he cannot gainsay the action aft. of the said Somervele and Duguid, nor can he deny but that he owes unto the said Somervele and Duguid the sum of James Frazier did undertake and promise in manner and form as the said Somervele and Duguid above thereof against him complains, nor likewise but that the said Somervele and Duguid hath sustained Damages, by reason of the non performance of the promise and Assumption aft. to the sum of six hundred pounds Current money, as they the said Somervele and Duguid above by declaring suppose — Whereupon the said Somervele and Duguid by their said attorney prays Judgment and those Damages so acknowledged, together with their Costs and Charges by them about their suit in this behalf laid out and expended, to him to be adjudged &c. — Therefore it is considered by the Court here, that the said Somervele and Duguid recover against the said James Frazier as well the said sum of six hundred pounds Current money above acknowledged, for his Damages which he hath sustained by reason of the non performance of the promise and Assumption aft. as the Quantity of two thousand five hundred and ninety three pounds of Tobacco, adjudged by the Court here unto the said Somervele and Duguid for their Costs and Charges by them about their suit in this behalf laid out and expended, and the said James Frazier in mercy &c. — James Earle Cler. Cur. —

Memorandum. Judgment was confessed in this Action on the thirteenth day of April seventeen hundred and ninety eight for £600 Current money and Costs — To be released on the Payment of three £372.1.0 Current money with Interest thereon from the twentieth day of March 1786. his year and Costs — Payments by the Defendant, or by James Byers his partner if any to be allowed — Stay of Execution till 1st of August 1790 —

State of Maryland against Basil Williams Admr. of Baruch Williams } Be it remembered that on the 23d day of September in the year seventeen hundred and ninety four, Command was given to the Sheriff of Cecil County that he should take Basil Williams Administrator of all and singular the Goods and Chattels, Rights and Credits which were of Baruch Williams late of Cecil County, deceased, if he should be found in his bailiwick, and him safe keep, so that he might have his body before the Judges of our General Court, to be held at Easton in Talbot County, the Second Tuesday of April then next following to answer unto the State of Maryland, of a plea of Trespass on the case, upon promises — And that he the said Sheriff should not fail thereof at his peril and should have