made his certain Note in writing commonly called a Promissory Note, with his own proper hand thereto subscribed bearing date the same day and year last aforesaid, and the same Note to the same Walter did then and there deliver, by which said Note the said Thomas promised to pay to the same Walter Roe, or order, the sum of ninety four pounds five shillings and ten pence Current money of Maryland, nine Months after the date of the said Note, the same being for value received, by reason whereof, and also by force of the Statute in such case made and provided, the said Thomas became chargeable to pay to the same Walter the said sum of money according to the tenor of the said Note; and being so chargeable the same Thomas in consideration thereof afterwards, to wit, on the same day and year last aforesaid upon himself assumed and unto the same Walter then and there faithfully promised to pay to the same Walter the sum of money aforesaid, according to the tenor and effect of the said Note — Nevertheless the same Thomas his promise and assumption aforesaid in form aforesaid made, not regarding but minding and fraudulently intending the same Walter in this behalf craftily and subtilly to deceive and defraud, the said sum of money or any part thereof unto the same Walter yet hath not paid, although so to do the said Thomas by the same Walter, on the day of in the year of our Lord Seventeen hundred and and often since that time at the County aforesaid was required, but the same sum of money or any part thereof, to pay to the same Walter the said Thomas hitherto altogether hath refused and yet doth refuse to the Damage of the said Walter two hundred pounds Current money of Maryland, and thereupon he brings suit &c — M. L. Martin atty for Plff. Pledges &c. John Doe and Richard Roe

The Promissory Note whereof mention is made in the aforegoing Declaration issues in the following words and figures, to wit — Nine Months after date, I promise to pay Mr. Walter Roe or order the sum of ninety four pounds five shillings and ten pence for value received of Alexander S. Roe when in Middletown —

Thomas Hicks

£94 5 10 May 13th 1795 — Middletown —

And the said Thomas Hicks by his Attorney aforesaid defended the wrong and injury when &c. and prayed the liberty of imparling thereof until the third Monday in March then next following, and it was granted unto him, the same day was given to the said Walter Roe there &c. — And now at this day, to wit, the fourth Monday in March seventeen hundred and ninety seven came here into Court as well the said Walter Roe as the said Thomas Hicks by their Attorneys aforesaid, and the said Thomas Hicks by his Attorney aforesaid produced to the Court here a Writ of Habeas Corpus of the said State of Maryland, to the Justices and Sheriff of the County aforesaid directed, the tenor whereof ensues in the following words and figures, to wit — State of Maryland Sc. To the Justices and Sheriff of Dorchester County Greeting: Whereas a certain Thomas Hicks, General Court, is detained in the prison of your said County under the Custody of you our said Sheriff, at the suit of a certain Walter Roe of a plea of Trespass on the case and so forth, which said plea as it is said still depends before you our said Justices undetermined; and we being willing for divers causes that the plea aforesaid undetermined as aforesaid, should be heard and determined before the Judges of our General Court — Therefore we command you that you have the body of

the said Thomas Hicks by whatsoever name or names he may be called in the plea aforesaid, together with the cause of his Caption and detention, and all things thereunto relating, before the Judges of our General Court, to be held for the Eastern Shore of this State, in Talbot County at the Court House in the same County, the second Tuesday of April next, that our said Judges may further proceed therein as to justice appertains and so forth. — Hereof fail not at your Peril and have you then and there this Writ — Witness the Honourable Robert Goldsborough Esquire Chief Judge of aforesaid Court the 13th day of September Anno Domini 1796. — Issued the 20th day of March 1797. —

Sd. James Earle Jnr. Clerk —

Which being read and heard the same is by the Court allowed and it is ordered by the same Court, that the cause of the Caption and detention of the said Thomas Hicks, together with the Record and process aforesaid and all proceedings relating to the same be accordingly transmitted before the Judges of the General Court, at their Court to be held for the Eastern Shore of the said State, at Talbot County Court House, on the second Tuesday in April next ensuing, that the said Judges may further proceed therein as to justice appertains and so forth —

H. Dickinson Clerk —

Dorchester County, to wit, I hereby certify that the Record and Proceedings within mentioned were faithfully and exactly copied from among the Records and Proceedings of Dorchester County Court of Dorchester County Court now remaining in my Office. — In Testimony whereof I have hereto set my Hand and affixed the Public Seal of my Office this 30th day of March seventeen hundred and ninety seven —

H. Dickinson Clerk, of Dorchester County Court —

Thereupon appeared in Court as well the said Walter Roe by William Bond Martin Esqr. his Attorney, as the said Thomas Hicks by Isaiah Spencer and William Goldsborough Esquires his Attorneys — Whereupon it was ruled by the Court at the prayer of the said Walter Roe by his Attorney aforesaid, that the said Thomas Hicks answer to the Declaration aforesaid of the said Walter Roe in the plea aforesaid; And the said Thomas Hicks by his Attorneys aforesaid defended the force and injury when &c. and prayed leave to imparle until the next Term, and it was granted unto him; the same day was given to the said Walter Roe there &c. — At which said next Term, to wit, the second Tuesday of September seventeen hundred and ninety seven, came again into Court the Parties aforesaid by their Attorneys aforesaid, And the said Thomas Hicks not having filed his answer to the Declaration aforesaid of the said Walter Roe, in the plea aforesaid It was again ruled by the Court that the said Thomas Hicks answer to the said Declaration of the said Walter Roe in the plea aforesaid or that Judgment should be rendered against him on default thereof — Thereupon the said Thomas Hicks by his Attorneys aforesaid further defended the force and injury when and so forth, and prayed leave of the Court to imparle until the next Term aforesaid, it was granted unto him, the same day was given to the said Walter Roe there &c. — And now here at this day, to wit, the second Tuesday of April seventeen hundred and ninety eight, comes again into Court the Parties aforesaid by their Attorneys aforesaid — And the said Thomas Hicks by his Attorney further defends the force and injury when and so forth, and says, that he cannot deny the said action of the said Walter Roe as aforesaid against him brought, nor but that he the said Thomas Hicks did undertake and promise in manner and form as the said Walter Roe above thereof against him complains, nor likewise but that the said Walter Roe hath sustained Damages by reason of the non-performance of the promise and assumption aforesaid, to the sum of one hundred and fifty pounds Current money; Whereupon the said Walter Roe by his Attorney aforesaid prays Judgment