Judgments.

to the Command of the said Writ, and the tenor of his return aforesaid, brought him out in, but made default: whereupon, on motion of the said Millson Hunt by his Attorney aforesaid it was ruled by the Court that the said Cuthbert Hall the Sheriff of the County aforesaid be amerced, forfeit and pay unto the said Millson Hunt the sum of five pounds Current money, unless the said Cuthbert Hall should have the body of the said George V. Mann before our General Court, to be held at Easton on the second Tuesday of April then next, and by the second day thereof, to answer unto the said Millson Hunt in the plea aforesaid: the same day was given to the said Millson Hunt Surviving Partner as aforesaid then and there &c — At which said second Tuesday of April in the year of our Lord, one thousand seven hundred and ninety eight, and also on the second day of that Term came again into Court the said Millson Hunt by his Attorney aforesaid; and the said Cuthbert Hall, the Sheriff as aforesaid, according to the Command of the said Writ, and the Tenor of his return, and to save the amercement aforesaid, brought into Court the body of the said George V. Mann who appeared by Luther Martin Esquire his Attorney — And thereupon, on motion of the said Millson Hunt by his Attorney aforesaid, it was ruled by the Court that the said George V. Mann should give special bail in the plea aforesaid; whereupon the said George V. Mann by his Attorney aforesaid affixed in Court a certain Bail piece, and which being approved of by the Court is in form following, to wit. —

Millson Hunt, Surviving Partner of Rowland Evans & Millson Hunt — Plaintiff

against

George Vansandt Mann — Defendant

You Oliver Smith and Joseph Mann do jointly and severally acknowledge yourselves special bail for the said George Vansant Mann, at the suit of the said Millson Hunt, Surviving Partner of Rowland Evans and Millson Hunt, in an action on the case, brought by the said Millson Hunt Surviving Partner of Rowland Evans and Millson Hunt against the said George Vansandt Mann in the General Court — They acknowledge themselves to be content therewith this thirtieth day of March 1798.

To the Honble the Judges of the General Court — before — Mr. Thomas — William Spencer —

And the said George Vansant Mann by his Attorney aforesaid Defended the force and injury when &c — and prayed leave of the Court to imparle until the next Term, and he had it; the same day was given to the said Millson Hunt Surviving Partner as aforesaid then &c — And now here, at this day, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight comes again into Court the parties aforesaid by their Attorneys aforesaid — And the said the said Millson Hunt by his Attorney aforesaid Declares against the said George Vansant Mann in the plea aforesaid in manner and form following, to wit. —

Eastern Shore of Maryland, } George Vansant Mann late of Kent County, Merchant
Kent County, to wit. — } sworn, attached to answer unto Millson Hunt, Surviving

Partner of Rowland Evans and Millson Hunt, of a plea of Trespass upon the case and Deceit. — And thereupon the said Millson, Surviving Partner as aforesaid by Charles Goldsborough his Attorney, complains, that whereas the said George, and a certain William Thomas (against whom process has been also impetrated and sued out) on the twenty second day of April in the year of our Lord, one thousand seven hundred and ninety three, and for a long time before and afterwards, at the County aforesaid, were Partners in the way of Merchandizing, jointly trading and using Commerce together as Partners, and being Partners as aforesaid, they the said William & George, on the day and year aforesaid, at Philadelphia to wit, at the County aforesaid by the name of William Thomas and Company, made their certain Note in writing, commonly called a promissory Note, with their hand subscribed, according to the usage and Custom of Merchants, bearing date the day and year aforesaid, and the said Note to the said Millson Hunt, and a certain Rowland Evans, since Deceased, whom the said Millson hath survived, then and there did deliver in the lifetime of the said Rowland, by which said Note the said William and George promised the said Millson and Rowland, in the life time of the said Rowland, by the name of Messrs. Evans and Hunt, to pay to them the said Millson and Rowland, or Order, eight hundred and forty six Dollars and thirty two Cents, on the first day of September next ensuing the date of the said Note, for value received, by reason whereof, and also by force of the Statute in such case made and provided the aforesaid William and George became liable and chargable to pay to the said Millson and Rowland, whom the said Millson hath survived, on the said first day of September the aforesaid eight hundred and forty six Dollars and thirty two Cents, according to the tenor and effect of the said Note, and so thereof being liable, the said William and George in consideration thereof, on the aforesaid twenty second day of April in the year aforesaid, at Philadelphia, to wit, at the County aforesaid, Assumed upon themselves, and then and there promised the said Millson and Rowland, in the lifetime of the said Rowland, whom the said Millson hath survived, to pay them, the said eight hundred and forty six Dollars and thirty two Cents were, at the time of the making the promissory aforesaid, and ever since have been, and yet are of the value of three hundred and seventeen pounds, seven shillings and five pence, Current money of Maryland, to wit, at the County aforesaid, whereof the said William and George then and there had notice: Nevertheless the said William & George their promise and Assumption aforesaid, in form aforesaid made, not regarding the said sum of eight hundred and forty six Dollars and thirty two Cents or any part thereof, or the value thereof in Current money as aforesaid, or any part thereof, to the said Millson & Rowland, or either of them in the lifetime of the said Rowland, or to the said Millson since the Death of the said Rowland have not, nor hath either of them yet paid (although the said Millson and George, by the said Millson and Rowland in the lifetime of the said Rowland, to wit, on the second day of September in the year seventeen hundred and ninety three, and often afterwards, and by the said Millson, since the death of the