at which mentioned Second Tuesday of September Instant Seventeen Hundred and ninety seven being the day of the return of the foregoing Writ Came into the General Court the said John Leatherbury by his Attorney aforesaid and the Sheriff of Somerset County to whom the said Writ by form aforesaid directed make return thereof to the Court here then endorsed (to wit) "Exp Levin Dallard Sheriff" and the said John Curtis being called upon appearance in Court by Isaiah Bailey Esquire his Attorney, and thereupon, on motion of the said John Leatherbury by his Attorney it is ruled by the Court that the said John Curtis give special bail in the plea aft. Whereupon the said John Curtis by his Attorney aforesaid, filed in Court a certain Bail piece, and which being approved of by the Court is in form following to wit,

John Leatherbury plaintiff against John Curtis, defendant } you John Wilson & Henry James Carroll do jointly and severally acknowledge yourselves special Bail for the said John Curtis at the suit of the said John Leatherbury in an Action of Trespass on the Case brought by the said John Leatherbury against the said John Curtis in the General Court They acknowledge themselves to be Contented therewith this Ninth day of September 1797 Before John C. Wilson Henry James Carroll

To the Honorable the Judges of the General Court, and the said John Curtis by his Attorney aft. defendes the force and injury when &c and prayes leave of the Court to imparle until the next Term thereof it, the same day was given to the said John Leatherbury when &c at which said next Term, to wit, the Second Tuesday of April Seventeen hundred and Ninety Eight came again into Court the parties aforesaid by their Attorneys aft. and the said plaintiff by his Attorney aforesaid declared against the defendant in the plea aforesaid as follows therein,

Eastern Shore State of Maryland Somerset County, to wit, John Curtis late of Somerset County, Gentleman was attached to answer unto John Leatherbury in a plea of Trespass upon the Case and wrongs, And whereupon the said John Leatherbury by Benjamin Dashiell his Attorney complains that whereas the aforesaid John Curtis on the Ninth day of April in the year of our Lord Seventeen Hundred and ninety four at Somerset County aforesaid accounted together with him the said John Leatherbury concerning divers sums of money to him the said John Leatherbury by the aforesaid John Curtis before that time due and unpaid, and upon the Accounting aft. the aforesaid John Curtis was found in arrear unto him the said John Leatherbury in the sum of Two Thousand and nine pounds and five shillings Current Money of Maryland and being so found in Arrear the aforesaid John Curtis in Consideration thereof upon himself assumed and to the said John Leatherbury then and there faithfully promised that he the said John Curtis the aforesaid sum of Money to him the said John Leatherbury when afterwards he should be thereunto

required would well and truly Content and pay; and whereas the aft. John Curtis afterwards, to wit, on the same day and year aforesaid at Somerset County aforesaid was indebted unto him the said John Leatherbury in the sum of Two Thousand and nineteen pounds Fourteen shillings and two pence halfpenny Current money of Maryland for the like sum of Two Thousand and nineteen pounds Fourteen shillings and two pence halfpenny Current money aft. by him the said John Curtis, for him the said John Leatherbury, to his use, before that time there had and required and being so thereof indebted the aforesaid John Curtis afterwards, to wit, on the day and year aforesaid at the County aforesaid in Consideration thereof upon himself assumed and to the said John Leatherbury then and there faithfully promised that he the said John Curtis the sum of money last aforesaid to him the said John Leatherbury, when afterwards he should be thereunto required would well and truly content and pay, Nevertheless the aforesaid John Curtis his several promises and assumptions so as aft. made and regarding, but minding and fraudulently intending him the said John Leatherbury in this behalf craftily and subtilly to deceive and defraud the aforesaid several sums of Money or any part of either of them to him the said John Leatherbury hath not Contented or paid, altho' to do the aforesaid John Curtis was afterwards, to wit, on the day and year aforesaid and often afterwards at the County aforesaid by the said John Leatherbury requested, but the same or any part of either of them to Content or pay he hath hitherto altogether refused and still doth refuse to the damage of him the said John Leatherbury in the sum of Three Thousand pounds Current money of Maryland and therefore he brings Suit &c forth. Ben Dashiell ptff

John Doe
Rich. Roe } pledges &c

And thereupon the said John Leatherbury by his Attorney aforesaid prays that the said John Curtis ~~may~~ answer to the declaration of him the said John Leatherbury in the plea aft. whereupon it was ruled by the Court that the said John Curtis answer to the Declaration of the said John Leatherbury in the plea aforesaid and if the said John Curtis doth not answer to the declaration of the said John Leatherbury in the plea aft. Judgment would be rendered against him by default and the said John Curtis by his Attorney defended the force and injury when &c prayed leave of the Court to imparle until the next Term to answer to the declaration of the said John Leatherbury in the plea aforesaid and he had it the same day was given to the said John Leatherbury there &c at which said next Term, to wit, The Second Tuesday of September Seventeen Hundred and Ninety Eight came again into Court the parties aforesaid by their Attorneys Aforesaid And the said John Curtis