

August Court — 1762 — 21

Execution of such judgment to the prison of the Sheriff of the County in Satisfaction thereof that they the said John Cox and Abraham Dean and each of them will do the same for him &

And hereupon the said William Trigg puts in his place George Hayward Esq Attorney at Law Against the said John Dennis of the said plea —

And thereupon at the prayer of the parties of Day to them was here Given until next Court to be held at Princess Anne Town the third Tuesday of August then next following in the State that now beeing to the parties of — At which day here came the parties of by their Attorneys of And thereupon the said John complained Against the said William in the plea of non assumpsit —

Summons of William Trigg of Somerset County Planter was attached to answer unto John Dennis of the plea of trespass upon the Case and S. P. M. — And whereupon the said John by William Hayward his Attorney complains that whereas the said William Trigg on the Nineteenth day of June in the Year of our said One thousand Seven hundred Seventy and One at Somerset County of did make his certain note in Writing called a promissory note with his proper hand subscribed bearing date the same day and Year last mentioned and thereto of to the said John then and there did deliver by which note the said William Trigg

did promise to pay unto the said John or his Order the Sum of eight pounds Nine Shillings and Nine pence of Money of Maryland on Demand for Value received by Reason thereof also by Virtue of the Statute in that Case made and provided the said William Trigg became liable to pay unto the said John the said Sum of eight pounds Nine Shillings and Nine pence of Money of Maryland according to the tenor of the said Note and so being chargeable the said William Trigg afterwards to wit the said Nineteenth day June in the Year of our said One thousand Seven hundred Seventy and One at Somerset County of upon himself did assume and to the said John then and therefor the said promise to pay the Sum of Money of Maryland according to the tenor of the said Note Nevertheless the said William Trigg his promise and assumption in form aforesaid

Regarding but plotting and fraudulently detaining the said John in that part of the said Note and to refuse to pay the said Sum of eight pounds Nine Shillings and Nine pence of Money of Maryland to the said John but and paid in him in any sort Contracted altho he the said William Trigg was thereto after Required but the same to the said John he refused and still doth refuse to the great Damage of him the said John whereupon he says that he is worse and hath Damage to the Value of twenty pounds of Money of Maryland and thereof he brings Suit and S. P. M. —

And the said William Trigg by his Attorney of comes and defends the said Note and S. P. M. and says that he cannot deny the Action of the said John Dennis in that he did assume upon himself in manner aforesaid and as the said John above complained and unto the Damage of the same John by him by Occasion of the premises in that part sustained the same William Trigg and aforesaid that the said John hath sustained Damages by Reason of the premises beyond his Cost and Charges by him about his Suit in that part assessed to eight pounds Nine Shillings and Nine pence of Money and not more and because the said John demands this but the same allegation Grants to be true upon Judgment of these Damages above acknowledged together with his Cost and Charges to be adjudged

Therefore by Consent of the parties of it is considered that the said William Trigg should pay to the said John the Sum of eight pounds Nine Shillings and Nine pence of Money by the same William in form aforesaid as also

Costs of Suits for his Cost and Charges of to the same John at his Request by the Court now here of the said part of the parties of Adjudged which certain Damages in the whole amount to eight pounds Nine Shillings and Nine pence of Money and

Costs of Suits and the said William in Money &

And thereupon the said William Trigg is bound to pay the said Sum of Money and Costs of Suits and the said William in Money &

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