

November Court --- 1729 --- 228

Damages and by way of attachment amounting to out of asembly &c. whereupon for that it seems to the Court here that the said Bellygale has complied with the Law as alledged

Therefore it is considered by the Justice here that the said Bellygale Recover against the said Joseph Kolder as well the sum of three pounds Court money his damages and also all 196 Costs and Charges by the said pleff laid out and expended about his Suit by way of attachment against the goods, Chattels <sup>rights</sup> or Credits of the said Joseph Kolder amounting to out of asembly in such Case made and provided &c

A Thomas Coterbridge Command was given to the said of Somerset County that should

for Henry Smith -- } take Henry Smith late of Somerset County Planter if he should be found in his Bailynck and him should safe keep so that he might have

his body before the Justice of his Lordships County Court of Somerset to be hold at dividing Creek the third Tuesday of November then next to answer unto Thomas Coterbridge of aplea of trespass upon the said &c and that thereof he should not fail &c

And the said Thomas Coterbridge by Francis Allen his attorney Complaines against the said Henry Smith in the plea and as followeth vid.

Somerset County for Henry Smith late of Somerset County planter was attached to answer unto Thomas Coterbridge of aplea of trespass upon the case &c

And whereupon the said Thomas Coterbridge by Francis Allen his attorney Complaines that whereas the said Henry the first day of October ann. Dom. One thousand seven hundred and twenty eight at Somerset County aforesaid within the Jurisdiction of this Court was indebted unto the said Thomas in fifteen pounds ten shillings and eight pence Court money of Maryland as by certain note by the said Henry signed and amount hereunto annexed may in form appear and being so thereof indebted the said Henry in consideration thereof the day and year aforesaid at the County aforesaid upon him self did assume and to the said Thomas then and there faithfully did promise that he the said Henry the said fifteen pounds ten shillings and eight pence to the said Thomas when thereunto he should be afterwards requyred he would well and faithfully pay and content and altho' the said Henry Twelve pounds ten shillings and four pence percell of the said fifteen pounds ten shillings and eight pence to the said Thomas he hath paid and satisfied yall as to three pounds and four pence residue thereof the said Henry his promise and assumption and in form aforesaid made nothing regarding but plotting and fraudulently intending the said Thomas in that part craftily and sully to deceive and defraud the said three pounds and four pence to the said Thomas altho' the same to do the said Henry on the aforesaid first day of October in the year aforesaid and often afterwards at the County aforesaid by the said Thomas he was thereunto requested hath not paid or to him for the same in any wise contented but the same to him hitherto to pay or in any sort to content hath refused and shew doth refuse and deny