

he did assume upon himself in manner and form as the aforesaid Levin hath complained nor can he say but that the said Levin ought to recover his damages by reason of the non performance of the promise and assumption aforesaid. Whereupon at the prayer of the aforesaid Levin and of the consent of the aforesaid Patrick the Justices here according to act of assembly in such case made and provided assessed the damages of the same Levin by occasion of the non performance of the promise and assumption aforesaid beyond his costs and charges by him about his suit in that part appoyed to Six pounds six shillings current money of Maryland &c.

Therefore it is considered that the aforesaid Levin hath by law Recover against the aforesaid Patrick Henry his damages aforesaid to the aforesaid Six pounds six shillings current money of Maryland by the Justices aforesaid in form aforesaid assessed as also: pounds of tobacco for his costs and charges aforesaid to the same Levin at his Request by the Court now here adjudged and the aforesaid Patrick in mercy &c.

R^t John Henry

vs Benjamin Warrington

Command was given to the sheriff of Somerset County that he should take Benjamin Warrington late of Somerset County Carpenter if he should be found in his bailiwick and him should safe keep so that he might have his body before the Justices of his Lordships County Court of Somerset to be held at dividing Creek the third Tuesday of June Anno Domini one thousand seven hundred and forty one to answer unto John Henry of plea of trespass upon the case &c. And the same day is given to the aforesaid John here &c.

And hereupon the said John declared against the said Benjamin in the plea aforesaid in form following . . . Somerset vs Benjamin Warrington late of Somerset County Carpenter was attached to answer unto John Henry gent late Sheriff of a plea of trespass upon the case &c. And Whereupon the same John by Robert Jenkins Henry his Attorney complains that whereas the said Benjamin after the first day of May Anno Domini seventeen hundred and five (to wit) the twenty second day of July in the year of our Lord one thousand seven hundred and forty at Somerset County aforesaid did make his certain note in writing called a promissory note with his proper hand thereunto subscribed bearing date the same day and year last above mentioned which said note the said Benjamin to the same John then and there did deliver and by the same note did promise to pay or cause to be paid to the aforesaid John Henry the full and just sum of six pounds thirteen shillings and nine pence current money of Maryland by the last of August then next ensuing the date of the same note by reason of which premises as also by force of the statute in that case lately made and provided the said Benjamin became chargeable to pay the said six pounds thirteen shillings and nine pence to the same John according to the tenor of the note aforesaid and so thereof chargeable being the aforesaid Benjamin in consideration thereof afterwards (to wit) the aforesaid twenty second day of July in the year last mentioned at Somerset County aforesaid upon himself assumed and to the same John then and there faithfully promise to pay the said six pounds thirteen shillings and nine pence to the same John agreeable to the tenor of the same note. Nevertheless the said Benjamin his promise and assumption aforesaid in form aforesaid did not regarding but minding and fraudulently intending the same Benjamin in that part craftily and subtilly to deceive and