

At which day here came the aff. John Newbold by George Douglas his Attorney and the sherriffe to witt John Handy Gents now here returned that he had taken the aff. Joarib Field whose body here at this day he had ready to answer the aff. John Newbold of the aff. plea as to him it was Comanded

Whereupon the said Joarib Field at the prayer of the aforesaid John Newbold by his attorney aforesaid is adjudged to give Special bail to the action aforesaid

Thereupon came here into Court a certain Samuel Hopkins of Somerset County Gentleman in his proper person and undertook for the said Joarib Field that if it should happen that Judgment in the plea aforesaid should be rendered for the same John Newbold against the aff. Joarib Field or that then he the said Joarib Field should be therein Convict that then he the same Joarib Field should pay and satisfie unto the said John Newbold the Judgment of the Court thereupon or render his body in Execution of such Judgment to the prison of the sherriffe of the County aforesaid in satisfaction thereof or that he the same Samuel Hopkins will do the same for him

And here upon the said Joarib Field puts in his place William Arbuckle Gents attorney at Law against the aforesaid John Newbold of the aforesaid plea

Whereupon at the request of the parties aforesaid day is to them now here given untill next Court to be held at Dividing Creek in and for the County aforesaid the third Tuesday of March then next following in the same State as at present saving to the parties aforesaid

At which day here came againe the parties aforesaid by their attorneys aforesaid and hereupon the said John Newbold Complained of the aforesaid Joarib Field in the plea aforesaid in form following

Somerset s. Joarib Field late of Somerset County MARRIAGE was attached to answer unto John Newbold of a plea of trespass upon the Case &c.

And whereupon the said John by George Douglas his Attorney Complains that whereas the said Joarib after the first day of may Anno Domini MDCCCV to witt on the xij day of August Anno Domini MDCCCL at the County aforesaid did make his certain note in writing called a promissory and the said note with the proper name and hand writing of the said Joarib signed to the said John then and there did deliver by which note the said Joarib did promise to pay to the said John Newbold the sum of ten pounds four shillings and Eleven pence Current paper money of Maryland by means whereof and by force of the statute in that Case lately made and provided the said Joarib became Chargeable to pay to the said John the said sum in the aff. note mentioned according to the tenor of that note and so being thereof Chargeable afterwards to witt on the day and year last aforesaid at the County aforesaid on Consideration thereof promised to pay the sum aforesaid in the said note mentioned according to the tenor of that note Nevertheless the said Joarib his promise aforesaid in form aforesaid made not regarding but minding and fraudulently intending the said John in that part Craftily and Subtly to deceive and defraud the said sum in the said note mentioned according to the tenor of the said note to the said John hath not paid or him for the same in any sort hitherto Contented but that to doe altogether hath refused and still doth refuse altho' thereto afterwards to witt on the first day of September Anno Domini MDCCCL at the County aforesaid and often since that time by the said John required Whereupon the said John says he is damniyed twenty pounds Curr. money of Maryland and thereof he brings Suit

Pledge H. J. Doe R. Roe

And