

Handy Gent. now here returned that he had taken the ap. Francis Tate whose body here at this day he had ready to Answer -
the ap. Mathew Kemp of the ap. plea as to him it was Comanded

Whereupon came here into Court the ap. Francis Tate in his proper person and thereupon the said Francis -
Tate at the prayer of the ap. Mathew Kemp is adjudged to give speciall bail to the Action ap. &c

Thereupon came here into Court a certain Elgate Mitch of Somerset County planter in his proper person and -
undertook for the said Francis Tate (likewise the said Francis Tate present here in Court in his proper person assumed upon -
himself) that if it should happen that Judgment in the plea ap. should be rendered for the same Mathew Kemp against the said -
Francis Tate or that he the said Francis should be therein Convict that then he the said Francis should pay and Satisfie unto the -
said Mathew Kemp the Judgment of the Court thereupon or render his body in Execution of such Judgment to the prison of the -
sheriffs of the County ap. in satisfaction thereof or that he the same Elgate Mitch will do the same for him &c

And hereupon the said Mathew Kemp declared against the ap. Francis Tate in the plea ap. in form following -
Somerset ss/ Francis Tate late of Somerset County planter was Attached to Answer unto Mathew Kemp of a plea of trespass
upon the Case &c

And Whereupon the same Mathew Kemp by Geo. Douglas his Attorney complains that whereas the -
said Francis on the 12th day of October Anno Dom mcccxxxix at the County ap. did make his certain note in writing called -
a promisory note and the said note signed with the proper name and hand writing of the said Francis to a certain Henry Harris of -
the County Talbot then and there did deliver by which note the said Francis did promise to pay to the said Henry the sum of ten pounds -
Curr^t money of Maryland by the ninth day of December next ensuing the date of the said note and whereas the said Henry -
afterwards to wit on the xxvij day of July Anno Dom mcccxl at the County ap. by his certain writing of Indorsment on the -
said note Indorsed and subscribed by the said Henry did appoint the sum in the said note mentioned to be paid to the said Kemp -
and requested the said Francis to pay the same accordingly the said sum in the said note mentioned being then unpaid of which the -
said Francis afterwards to wit the day and year last ap. at the County ap. had notice and Accepted and promised to pay the same by -
means whereof and by force of the statute in that case lately made and provided the said Francis became Chargeable to pay the said -
sum in the said note mentioned to the said Mathew according to the tenor of that note and so being thereof Chargeable afterwards to -
wit the day and year last named at the County ap. promised to pay to the said Mathew the Contents of the said note according to the -
tenor of ^{note} that Nevertheless the said Mathew his promise ap. in form ap. made not regarding but minding and fraudulently intending -
the said Mathew in that part to deceive and defraud the said sum in the said note contained hath not paid to the said Mathew or -
any part thereof according to the tenor of that note but that to doo hitherto altogether hath refused and still doth refuse altho' -
thereto afterwards to wit the day and year last ap. at the County ap. and often since that time by the said Mathew required -
Whereupon the said Mathew says he is damniyed twenty pounds Curr^t money of Maryland and thereof he brings Suit &c

And the ap. Francis Tate by William Arbuckle his Attorney Comes and defends the force and Injury when &c
and prays Leave thereof to Imparle here untill next Court to be held at dividing Creek in and for the County ap. the third -
Tuesday of June then next following and he hath it And the same day is given to the ap. Mathew here also &c Atb

Pleg^t 8th In^o Doe Ri: Doe