

R. H. James Martin
vs. Joshua Caldwell

Command was given to the sheriff of Somerset County that he should take Joshua Caldwell late of Somerset County Gent 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 in the same County the third Tuesday of March Anno Dom one thousand seven hundred and thirty nine to answer unto James Martin of a plea of trespass upon the Case &c And the same day is given to the aforesaid James here &c

At which day here came the aforesaid James Martin by Robert Jenckins Henry his Attorney and the sheriff to wit John Henry Gent now here returned that he had taken the aforesaid Joshua Caldwell whose body here at this day he had ready to answer the aforesaid James Martin of the aforesaid plea as to him it was commanded

Whereupon the aforesaid Joshua Caldwell puts in his place George Douglas Gent Attorney at Law against the aforesaid James Martin of the aforesaid plea

And thereupon at the request of the parties aforesaid day is to them now here given untill next Court to be held at dividing Creek the third Tuesday of June then next following in the same state as at present saving to the parties aforesaid

At which day here came again the parties aforesaid by their Attorneys aforesaid and hereupon the said James Martin complained against the aforesaid Joshua Caldwell in the plea aforesaid in form following

Somerset s^r Joshua Caldwell late of Somerset County Gent was Attached to answer unto James Martin of a plea of trespass upon the Case &c... And whereupon the same James by Robert Jenckins Henry his Attorney complains that whereas the aforesaid Joshua after the first day of May in the year of our Lord Seventeen hundred and five to wit the Eleventh day of April in the year of our Lord one thousand seven hundred thirty and eight at Somerset County by his certain note in writing called a promissory note with his proper hand subscribed bearing date the same day and year last mentioned and that note to the same James then and there did deliver by which said note the same Joshua did promise to pay or cause to be paid to the same James or his Order the sum of twenty four pounds and five shillings Curr^t money of the province of Maryland on or before the tenth day of June next ensuing the date of the same note and one hundred and twenty pounds of tobacco to be paid upon demand for value received and by reason thereof as also by force of the statute in such case lately made and provided the same Joshua became chargeable to pay to the same James the sum of money and tobacco aforesaid according to the tenor of the same note and so thereof chargeable being the said Joshua in consideration thereof afterwards to wit the same day and year aforesaid at Somerset County aforesaid upon himself did assume and to the said James then and there faithfully promise to pay to him the aforesaid sum of money and tobacco agreeable to the tenor of the note aforesaid Nevertheless the aforesaid Joshua his promise and assumption aforesaid in form aforesaid made little regarding but minding and fraudulently intending the same James in that part craftily and subtilly to deceive and defraud the sum of money & tobacco aforesaid or any part of either of them unto the same James (altho' the same to do the said Joshua afterwards to wit the Eleventh day of June in the year last mentioned and often since that time at Somerset County aforesaid by the same James was requested) hath not paid or contented but the same to him to pay or in any sort collect the said Joshua hath hitherto altogether refused and still doth refuse to the damage of the same James fifty pounds Currant Money of Maryland and thereof he brings Suit &c

Elega deo J Doe R Roe
And