

*Leicester* County, ss.

late of County,

w attached to answer

in a plea of trespass upon the case, &c.

And whereupon the said *John Wells & Wm. Miller trading under the firm of Wells & Miller* Plaintiff *s* in this action, by *Lloyd Tilghman* their Attorney complain, For that whereas, the said Defendant, to wit, on the *twenty fifth* day of *April* in the year eighteen hundred and *fifty one* at the county aforesaid, was indebted to the said Plaintiff *s*, in a large sum of money, to wit, the sum of *one hundred and eighty one dollars and fifty seven cents*

for the work and labour, care, diligence and attendance of the said Plaintiff *s*, by them at time done, performed and bestowed, in and about the business of the said Defendant, for him and at his special instance and request:—AND ALSO, in a like sum for divers goods, wares and merchandize, by the said Plaintiff *s*, before that time sold and delivered to the said Defendant and at his like special instance and request—AND ALSO, in a like sum, for money by the said Plaintiff *s* before that time lent and advanced to, and paid, laid out and expended for the said Defendant, and at his like special instance and request—AND ALSO, in a like sum for other money by the said Defendant, before that time had and received to and for the use of the said Plaintiff *s*, and being so indebted, the said Defendant, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, undertook, and then and there faithfully promised the said Plaintiff *s*, to pay them the said several sums of money in this count mentioned, when the said Defendant should be thereunto afterwards requested.

And whereas also, the said Defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, accounted with the said Plaintiff *s*, of and concerning divers other sums of money, before that time due and owing from the said Defendant to the said Plaintiff *s*, and then being in arrear and unpaid and, upon such accounting the said Defendant was then and there found to be in arrears and indebted to the said Plaintiff *s* in another large sum of money, to wit, in the further sum of *one hundred and sixty one dollars and eighty seven cents*—and, being so found in arrear and indebted, to the said Defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook and faithfully promised the said Plaintiff *s* to pay them the last mentioned sum of money, when the said Defendant should be thereto afterwards requested.

Nevertheless, the said Defendant, not regarding his said promises and undertaking, has not yet paid the aforesaid several sums of money, or either of them, or any part of either of them, to the said Plaintiff *s* (although so to do the said Defendant was requested by the said Plaintiff *s* afterwards, to wit, on the day and year last aforesaid, and often afterwards, at the county aforesaid) but to pay the same the said Defendant has hitherto altogether refused and do still refuse so to do, the damage of the said Plaintiff *s* in the sum of *three hundred and ten* dollars, and thereupon they bring suit, &c.

*Lloyd Tilghman* Attorney for the Plaintiff