at the like special instances and request of him the same Simon Wilmer, sold and delivered to the same Simon Wilmer divers other Goods, Wares and Merchandizes he the said Simon Wilmer in Consideration thereof afterwards, to wit, on the same day & year aforesaid at the County aforesaid upon himself assumed & unto the same Charles Ghequire & John Holmes then & there faithfully promised to pay to the same Charles Ghequire & John Holmes for the same Goods, Wares & Merchandizes last mentioned as much current money of Maryland, as the same Goods, Wares & Merchandizes last mentioned at the time of the Sale and delivery of the same were reasonably worth, whenever afterwards he should be thereto required. And the same Charles Ghequire & John Holmes in fact say, that the Goods, Wares & Merchandizes last mentioned, at the time of the sale and delivery of the same were reasonably worth one other sum of Four hundred & seventy nine pounds, twelve shillings & eleven pence current money of Maryland, to wit, at the County aforesaid of which the same Simon Wilmer then & there had notice. Nevertheless the same Simon Wilmer his several promises and assumptions aforesaid in form afd. made not regarding but minding and fraudulently intending the same Charles Ghequire & John Holmes in this part craftily & subtilly to deceive and defraud the said several sums of money or any part thereof to the same Charles Ghequire & John Holmes or either of them yet hath not paid (altho so to do the same Simon Wilmer by the same Charles Ghequire & John Holmes afterwards, to wit, on the same day & year afd. & often since that time at the County aforesaid was required) but the said several sums of money or any part thereof to pay to the same Charles Ghequire & John Holmes or either of them the same Simon Wilmer hitherto altogether hath refused & still doth refuse, to the damage of the same Charles Ghequire & John Holmes One thousand pounds current money of Maryland & thereupon they bring Suit &c —

Thos. I. Bullitt for the Plff. Pledges &c. Jno Doe & Rich. Roe. —

Dr. Mr. Simon Wilmer in Acct. Cur. with Ghequire & Holmes Cr.

1792. May 2.	To Sundry Goods p self - p Bill		165. 18. 9
16.	do do do		48. 6.
	do do do		109. 15. 2
June 9	do do		19. 15. 5
19	1 Barrel Sugar & 1 Tierce Rice do		53. 0. 7
July 24	Sundry Goods do		82. 17. —
Sept. 21	do do		£ 479. 12. 11

Contra Cr.

1792. May 2.	By Mary Wilmer's Bill of Ex. on William Murdock London for £50. Sg. @ 166⅔ pct.		83. 6. 8
June 9	Cash		15. ..
Augt. 8	do rec.d. F. & Blackiston		20. 1. 3
Sept. 10	do		37. 10. 0
1793. Apr. 22	Thomas Jones Draught on Richard Flow you favour for		81. 4. 0
	By Balance due Ghequire & Holmes		£ 242. 11. —
			£ 479. 12. 11

Debit

To Balance Cr. Ghequire & John Holmes 242. 11. —

And the said Simon Wilmer by his Attorney aforesaid filed in Court here the following Bail-piece, to wit. —

Charles Ghequire & John Holmes, Pltff. against Simon Wilmer, Deft. } Case

You Robert Buchanan & William Graves do jointly and severally acknowledge yourselves special Bail for the said Simon Wilmer at the suit of the said Charles Ghequire & John in an Action on the base brought by the said Charles Ghequire and John Holmes against the said Simon Wilmer in the General Court. They Acknowledge themselves to be content therewith this thirteenth day of September, in the year seventeen hundred and ninety four. —

To the Honorable the Judges of the General Court. } Andw. Meisenthal, John Bordley

I appoint John Scott Esq. my Attorney, to appear for me in the above actions — Thereupon further process of and upon the premises aforesaid between the parties aforesaid, by consent of the said parties and their Attornies aforesaid and by order of the Court, here thereon was further continued until the second Tuesday of April next following. —

At which day, to wit, the second Tuesday of April seventeen hundred and ninety five, here came again the parties afd. by their Attornies afd. And the said Ghequire & Holmes by their Attorney aforesaid prayed that the said Simon Wilmer to their declaration aforesaid might answer. Whereupon it was ruled by the Court that the said Simon Wilmer should answer to the Declaration afd. by the second Tuesday in September then next, or that Judgment by default thereof against the said Simon Wilmer should be rendered. The same day was given to the said Ghequire & Holmes thereof.

And now here at this day, to wit, the second Tuesday in September Seventeen hundred and ninety five, come again the parties aforesaid by their Attornies afd. And the said Simon Wilmer by his Attorney aforesaid defendeth the wrong and injury when &c. and saith that he cannot gainsay the action aforesaid of them the said Ghequire & Holmes so as aforesaid against him brought, nor can he deny but that he did assume upon himself in such manner & form as the said Ghequire & Holmes against him have complained. Therefore it is considered by the Court here, that the said Ghequire & Holmes do recover against the said Simon Wilmer the sum of Two hundred and seventy nine pounds five shillings and five pence Current Money, and also the quantity of Six hundred and forty three pounds of Tobacco, which was adjudged as well for their damages which they had sustained by occasion of the Non-performance of certain promises and Assumptions to the said Ghequire & Holmes by the said Simon Wilmer there before that time made, as for their costs and Charges by them about their suit in this behalf expended, unto the said Ghequire & Holmes by the Court here with their Assent adjudged, &c. And the said Simon Wilmer in mercy &c. — James Earle jun.r Clk.

Judgment was rendered in this Action on the Ninth day of September seventeen hundred and ninety five, for Two hundred and seventy nine pounds five shillings & five pence Current Money. Costs