June Term 1810.

greeting. We command you that you take Walter Simpson surviving administrator of all and singular the goods and chattels, rights and credits, lands and tenements of George Dent late of Baltimore County, if he shall be found in your bailiwick, and that him so taken you safely keep, so that you have his body before the Justices of Baltimore County Court at the Court house in the same County on Wednesday after the first monday in april next, to answer unto Rositer Scott of a plea of Trespass on the case and so forth. Hereof fail not at your peril, and have you then there this writ. Witness Henry Ridgely, Gentleman, Chief Justice of our said Court the 5th day of January in the year of our Lord eighteen hundred and one.

Issued the 14th day of March 1801 (TK). Wm Gibson, Clk

At which said Wednesday after the first monday in april in the year aforesaid, the day of the return of the said writ, comes into Court here the said Rositer Scott by his attorney aforesaid; and the Sheriff of Baltimore County to wit, James Wilson, Gentleman, to whom the said writ was in form aforesaid directed, makes return thereof to the court here thus endorsed, to wit: "Capi James Wilson Shff". And the said Walter Simpson administrator as aforesaid being called appears in Court here by Philip Moore his attorney; and thereupon the said Rositer Scott by his attorney aforesaid declares against the said Walter Simpson in the plea aforesaid in manner and form following, to wit: Baltimore County Jc.t Walter Simpson late of Baltimore County yeoman, surviving administrator of all and singular the goods and chattels, rights and credits that were of George Dent, deceased, at the time of his death, was attached to answer Rositer Scott of a plea of Trespass upon the case and so forth. Whereupon the said Rositer by Thomas Hall his attorney complains, that whereas on the fifteenth day of april in the year seventeen hundred and ninety four at Baltimore County aforesaid, in consideration that he the said Rositer at the special instance and request of the said George in his life time would deliver to the said George one hundred barrels of superfine flour and fifty barrels of fine flour at or before the fifteenth day of July in the same year, he the said George in his life time then and there undertook and promised the said Rositer to pay him the sum

June Term 1810.

of eight dollars current money for each and every barrel of the said flour at two months next after the delivery thereof. and the said Rositer avers that he confiding in the said promise of the said George so made by him in his life time, afterwards to wit, on the said fifteenth day of July in the year seventeen hundred and ninety four at the County aforesaid, did deliver to the said George in his life time the said one hundred barrels of superfine flour and fifty barrels of fine flour whereof the said George in his life time afterwards, to wit, on the same day and year last aforesaid at the county aforesaid had notice; and by reason of the premises, and according to the said promise and assumption of the said George so made by him, he the said George in his life time became liable to pay, and ought to have paid to the said Rositer the said sum of eight dollars current money for each and every of the said one hundred barrels of superfine flour and fifty barrels of fine flour at two months next after the said fifteenth day of July in the year seventeen hundred and ninety four, to wit, at the County aforesaid.

And whereas afterwards, to wit, on the same day and year first aforesaid at the county, the said George in his life time accounted together with the said Rositer of and concerning divers other sums of money before that time due and owing from the George in his life time to the said Rositer, and in arrear and unpaid, and upon that account he the said George was then and there found in arrear to the said Rositer in other large sum of money to wit, the sum of two hundred and twenty five pounds like money; and being so found in arrear he the said George in his life time in consideration thereof afterwards, to wit, on the same day and year aforesaid at the County aforesaid, took upon himself and then and there promised the said Rositer to pay him the said last mentioned sum of money when he the said George should be thereto afterwards requested.

And whereas afterwards, to wit, on the same day and year first aforesaid at the county aforesaid, the said George in his life time was indebted to the said Rositer in other two hundred and twenty five pounds like money for other one hundred superfine flour and fifty barrels of fine flour before that time sold and delivered to the said George in his life time, and at the special instance and request of the said George; and being so indebted he the said George in his life time afterwards, to wit, on the day and year aforesaid at the county aforesaid in consideration thereof assumed