of the said sum of money in the said bill specified or any part thereof towit on the day and year aforesaid at the County aforesaid endorsed the said bill by the name of Gabriel Wood &c according to the aforesaid Custom and by that endorsement he the said Gabriel Wood appointed the said sum of money in the said bill mentioned to be paid to the said George Repold and then and there delivered the said bill so indorsed to the said George Repold and the said George Repold further say that at the end and expiration of the time appointed for the payment of the money in the said bill mentioned towit on the tenth day of March in the year aforesaid the said bill was in due manner shewn and presented to the said persons so using the style or firm of Edwd Goale and son where the same was so accepted to be paid as aforesaid for payment of the money therein mentioned and the said persons so using the style or firm of Edwd Goale Son were then and there requested to pay unto the said George Repold the said sum of money in the said bill specified according to the tenor and effect of said bill and the aforesaid acceptation and indorsement thereof but the said George Repold avers that the said persons so using the style or firm of Edwd Goale and son did not when the said bill was so shewn and presented for payment as aforesaid or at any other time whatsoever pay the money therein mentioned or any part thereof to the said George Repold but on the contrary then and there at New York towit at the County aforesaid wholly refused so to do and therein wholly failed and made default whereof the said Gabriel Wood afterwards towit on the day and year aforesaid at Baltimore towit at the County aforesaid had notice by reason of which premises and by force of the Custom and Law of Merchants in that behalf time out of mind used and approved the said Gabriel Wood became liable for and chargeable to pay unto him the said George Repold the said sum of money in the said bill of exchange mentioned according to the tenor and effect of the said bill of Exchange and of the said endorsement so made thereon, as aforesaid together with all lawful Cost damage and interest by the said George Repold suffered and sustained by reason of the non payment of the said bill of exchange or the Contents thereof and protest as aforesaid and being so liable the said Gabriel Wood afterwards towit on the day and year last aforesaid at Baltimore County aforesaid in Consideration of the premises upon himself assumed and to the said George Repold then and there faithfully promised that he the said Gabriel Wood the said sum of money in the said bill of Exchange mentioned together with all lawful Cost Damages and interest by the said George Repold suffered and sustained by reason of the non payment of the said bill of Exchange or the Contents thereof and protest as aforesaid to him the said George Repold when afterwards he the said Gabriel Wood should be thereunto required would well and truly pay and Content and the said George Repold in fact saith that the lawful Cost and damage and interest by him suffered and sustained by reason of the non payment of the said bill of Exchange and protest thereof as aforesaid amount unto the sum of three hundred and twenty three dollars Current money and which sum of three thousand seven hundred and eighty dollars in said bill mentioned and the said sum of three hundred and twenty three dollars amount in the whole to the sum of four thousand one hundred and three dollars like Current money

of

of Maryland towit at the County aforesaid and whereof the said Gabriel Wood on the day and year last aforesaid at the County aforesaid had notice And whereas the said Gabriel Wood afterwards towit on the same day and year last aforesaid at the County aforesaid was indebted unto the said George Repold in other sums of four thousand one hundred and three dollars like Current money aforesaid for money by the said George Repold before that time laid out and expended and paid for the said Gabriel Wood and at his special instant and request and being so indebted he the said Gabriel Wood in consideration thereof afterwards towit on the same day and year last aforesaid at the County aforesaid undertook and faithfully promised the said George Repold to pay him the said last mentioned sums of money when he should be thereto afterwards requested - Nevertheless the said Gabriel Wood not regarding his said several promises and assumptions so by him made in his behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said George Repold in this behalf hath not as yet paid the said several sums of money or any part thereof to the said George Repold although so to do the said Gabriel Wood was requested by the said George Repold afterwards towit on the same day and year last aforesaid and often afterwards towit at the County aforesaid but he to do this hath hitherto wholly refused and still refuseth so to do to the said George Repold his damages of three thousand pounds Current money of Maryland and therefore he brings suit and &c forth

James P Boyd
Atty for Plaintiff
General Court

Pledges to prosecute

John Doe and
Richard Roe

October Term 1805

George Repold
vs
Gabriel Wood

Case

Transferred to Baltimore County Court

Plaintiffs Costs.

Attorney	400
Clerk	254
Sheriff	31
Tota	685

Defendants Costs

Attorney	400
Clerks	186
Tota	586

Test. John Gwinn Clk

Whereupon the said George Repold by James P Boyd and Robert G Harper his attornies appears in the County Court here, and the said Gabriel Wood also appears in Court here by Luther Martin and Walter Dorsey his attornies and thereupon further process of and upon the premises aforesaid between the parties aforesaid is continued unto the first Tuesday of October next. And now here at this day towit the said first Tuesday of October in the year of our Lord one thousand eight hundred and six Come again into the County Court here the parties aforesaid by their attornies aforesaid. Whereupon for trying the issue aforesaid it is ordered by the Court here that twenty persons from the pannel of Jurors returned to the Court here

by