is to say on the day and year last aforesaid had notice. And the said George Simpson further says that afterwards and when the said bill of exchange became due and was payable according to the tenor and effect thereof and of the said several indorsements so made thereon, towit on the twenty third day of March in the year last aforesaid at London aforesaid towit at the District aforesaid he caused the said bill of exchange with the said several indorsements so made thereon as aforesaid to be presented and shewn to the said persons using the style and firm of William and Thomas Raikes and Company upon whom the said bill was drawn for payment thereof, and the said persons using the style and firm of William and Thomas Raikes and Company upon whom the same bill was drawn were then and there requested to pay the said sum of sterling money in the said bill of Exchange mentioned (the first third and fourth in the said bill mentioned then and there remaining and still being wholly unpaid and unsatisfied towit at the District aforesaid) but the said persons using the style and firm of William and Thomas Raikes and Company did not then nor at any other time whatever pay the said sum of sterling money in the said bill of exchange mentioned or any part thereof, but there and there towit at London aforesaid, that is to say at the district aforesaid neglected and refused so to do, and thereupon he the said George Simpson afterwards towit on the same day and year aforesaid at London aforesaid that is to say at the district aforesaid caused the said bill of exchange in due form of Law protested for the non payment thereof according to the said usage and Custom of merchants of all which premises the said Edward Harris afterwards towit on the day and year last aforesaid at the District aforesaid had notice. By reason whereof and according to the usage and Custom of merchants aforesaid the said Edward Harris became and was liable to pay to the said George Simpson the said sum of sterling money mentioned in the said bill of Exchange according to the tenor and effect of the said bill and of the said several indorsements so made thereon as aforesaid and being so liable he the said Edward Harris in Consideration thereof afterwards towit on the day and year last aforesaid at the district aforesaid afterwards upon himself and then and there undertook and promised the said George Simpson to pay him the said sum of six thousand five hundred pounds sterling money in the said bill of Exchange mentioned whenever he should be thereto afterwards requested; and the said George Simpson avers that the said sum of six thousand five hundred pounds Sterling money in the said bill of Exchange mentioned was at the time of the making the said bill ever since hath been and now is of the value of a large sum of Current Money of the United States of America towit the sum of twenty eight thousand eight hundred and eighty eight dollars and ninety cents Current money towit of the District aforesaid whereof the said James Blake then and there had notice. Yet the said Edward Harris although often requested hath not paid to the said George Simpson the said sum of sterling money in the said bill mentioned or any part thereof or the value of the same or any part of the said value but hath wholly refused & neglected to pay the same and doth still refuse so to do. Wherefore the said George Simpson saith he is injured and hath sustained damage forty thousand dollars Current money aforesaid and therefore he brings suit and soforth.

Geo. Hollingsworth Atty for Plff

A copy of which said declaration was made and sent to the Marshal of the District aforesaid with the said Writ thereon endorsed "to be served on the Defendant with the Writ or left at his last place of abode twenty days at least before the return of the said Writ for plea or Judgment the first Term.

At which said first day of May in the year of our Lord one thousand eight hundred and three the day of the return of the aforegoing Writ comes into the Circuit Court here the said George Simpson by his attorney aforesaid and the Marshal of the District aforesaid towit Reuben Etting Gentleman to whom the foregoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed towit.

"Copy left 13th December 1809 Reuben Etting Marshall."

And the said Edward Harris by Philip Barton Key and Samuel Chase Junior his attorneys appears in Court here and thereupon on motion of the said George Simpson by his attorney aforesaid it is ruled by the Court here, that the said Edward Harris give special bail in the plea aforesaid Whereupon a certain Henry Pratt of Baltimore County comes here into Court in his proper person and becomes pledge and bail for the said Edward Harris that if it shall happen that the said Edward Harris shall be convicted at the suit of the said George Simpson in the plea aforesaid then the said Henry Pratt consents that all such damages Costs and charges as shall be adjudged unto the said George Simpson in this behalf shall be made of his body Lands and chattles and levied to the use of the said George Simpson if it shall happen that the said Edward Harris shall not pay the said damages Costs and charges or render himself to the prison and Custody of the said Marshal of the District aforesaid on that occasion and the said Edward Harris by his attorneys aforesaid defends the force and injury when and soforth and prays leave of the Court here to imparle until the seventh day of November next, and to him it is granted the same day is given to the said George Simpson also.

At which said seventh day of November in the year of our Lord Eighteen hundred and three to which said day the said Edward Harris had leave to imparle comes again into the Circuit Court here as well the said George Simpson as the said Edward Harris by their attorneys aforesaid, and the said Edward Harris saith that he cannot deny the said action of the said George Simpson so as aforesaid against him brought, nor but that he the said Edward Harris did undertake and promise in manner and form as the said George Simpson hath above thereof against him complained, nor but that the said George Simpson hath sustained damage by reason of the non performance of the promise and assumptions aforesaid to the said sum of forty thousand dollars Current money as the said George Simpson above by declaring supposes. Whereupon the said George Simpson by his said attorney prays Judgment and those damages so confessed together with the Costs and Charges by him about his suit in that behalf laid out and expended to him to be adjudged and soforth.

Therefore it is considered by the Court here that the said George Simpson recover against the said Edward Harris as well the said sum of forty thousand dollars Current money above confessed for his damages which he hath sustained by reason of the non performance of