And whereupon the same James Richard and Jno by Thomas Macnomara their attorney Complain of whereas the said Robt the Eleventh day of June in the year of our Lord God one thousand seven hundred and seaventy Talbot County using of trade and Commerce according to the Customs of Merchts and Men of this the province of Maryland and the City of London in Great Brittaine of late used made and drew a set of bills of Exchange all of one tenor (Viz) his first second and third with his proper hand subscribed bearing date ye day & year aforesaid to Capt Thomas Bond Mercht in London residing and negotiating directed and by the first of the same set of bills of Exchange requested the said Thomas Bond at twenty days sight of his said first bill of Exchange this second and third of ye same tenor and date not paid to pay unto a Certain James Hayes or order the sume of fifty three pounds sterl for Value of him recd and to place to ye acct of ye said Robert Ungle and whereas the said James Hayes to whom or his order the aforesaid fifty three pounds sterl in the aforesaid first bill of Exchange aforementioned was appointed to be paid as aforesaid to wit the twelfth day of June aforesaid in the year of our Lord one thousand seven hundred and eleven at Talbot County aforesaid before the aforesaid three bills or any of them were presented to the said Thomas Bond by the said order upon the same bill and the second and third of the same tenor and date with his proper hand subscribed appointed the aforesaid sum of fifty three pounds sterl in the said bills mentioned to be paid unto the said George Muschamp in his lifetime or order, and whereas the first bill of Exchange so as aforesaid subscribed and directed afterwards to wit the twenty sixth day of July in the year of our Lord God one thousand seven hundred and seven at the City of London aforesaid in Talbot County aforesaid by Messrs Perry & Lane Merchts the factors & agents of the said George Muschamp was shown and presented to the said Thomas Bond and by the said Messrs Perry & Lane as ye factors and agents of the said George Muschamp the said Thomas Bond was requested to accept the first bill of Exchange for the said sum of fifty three pounds sterl in the said mentioned to the said Messrs Perry & Lane for the use of the said George Muschamp, the said Thomas Bond the twenty and twenty days sight of the same and the second and third of the same tenor and date being unpaid the said first bill to accept and the money aforesaid therein mentioned to the said Messrs Perry & Lane for the use of the said George Muschamp then & there to pay and altogether deny and as yet still will not pay the same wherefore the said Messrs Perry and Lane on behalf of the said George Muschamp the first bill of Exchange and second and third of the same tenor and date being unpaid then and there did cause to be protested all which premises the said Robt Ungle afterwards to wit ye tenth day of April in the year of our Lord God one thousand seven hundred and nineteen at Talbot County aforesaid was requested to pay ye said sum of fifty three pounds sterl together with the damages and interest & reasonable allowance at the rate of twenty per Cent and salary &c for protesting the same to the said George Muschamp the said Robt Ungle afterwards to wit ye same day year & place last mentioned in Consideration of the premises assumed upon himself and to the said George Muschamp in his lifetime there and there faithfully did promise that he the said Robt Ungle the aforesaid sum of fifty three pounds sterl together with the damages and interest thereon accrued at ye rate of twenty per Cent and also the sum of fifteen shill and nine pence sterl the salary and other fees for protesting ye said bill unto the said George Muschamp when afterwards he should be thereunto requested would well and truly content and pay. Nevertheless the said Robert Ungle his promise and assumption aforesaid made not regarding but

(Contriving)

Contriving and fraudulently intending the said George Muschamp in his lifetime and the said James Bowles & Richard Hopewell and John Abbington Esqrs since the death of the said George in this behalf to defraud and defeat the said Robt Ungle of the said sum of fifty three pounds sterl together with damages and interest of protest thereon accrued after ye rate aforesaid amounting in ye whole to the sume of sixty three pounds sterling and nine pence sterl or any part thereof to the said George Muschamp in his lifetime or to the said James Bowles & Richd Hopewell and Jno Abbington or to any one of them since the death of the said George Muschamp hath not paid or satisfyed altho' to do the same the said Robt Ungle by the said George Muschamp in his lifetime afterwards to wit the twelfth day of April aforesaid in ye year of our Lord one thousand seven hundred and nineteen aforesaid at Talbot County aforesaid was bound by the aforesaid James Bowles Richd Hopewell and John Abbington Esqrs as aforesaid since the death of the said George Muschamp afterwards to wit the third day of June in ye year of our Lord God one thousand seven hundred and eleven at Talbot County aforesaid was thereto requested but the said Robert Ungle the same to the said George Muschamp in his lifetime to pay hitherto hath refused and the same to the said James Bowles Richard Hopewell & Jno Abbington Esqrs as aforesaid since the death of the said George & to any one of them to pay still doth refuse in violation of the Custom of Merchants & in violation of the said George Muschamp whereupon the said James Bowles Richd Hopewell & John Abbington Esqrs say they are damnified & have lost to the value of one hundred and twenty six pounds sterl and therefore they bring suit & they bring into Court the letters testimentary of the aforesaid George Muschamp which it appears by Court here the said Ely & Muschamp are the Exors of the testament of the aforesaid George Muschamp & thereupon pd to do & pr &c. Dod

And the said Robert Ungle by John Bladen his attorney comes and defends the force & injury when &c and prays leave to imparle thereunto until next Court and it is granted & ye same day is given to ye pltff also

At which said next Court to wit the 4th day of Sept Anno Domi 1714 Comes again as well the said pltffs by their attorney as the said deft by his attorney aforesaid and the said deft by his said attorney prays further leave to imparle thereunto until next Court and it is granted and the same day is given to the pltff also

At which said next Court to wit the 12th day of April Anno Domi 1715 Comes again as well the said James Bowles Richd Hopewell and Jno Abbington Esqrs as aforesaid by their attorney as the said Robt Ungle by his attorney aforesaid and the said Robt Ungle by his said attorney as before defends the force and injury when &c and says that he hath not assumed upon himself in manner and formes the pltffs have above aforesaid against him complained and of this he puts himself upon the Country

Yet notwithstanding the said Robt Ungle by his attorney praying judgment of the plaintiffs above declared says that the Court of this action ought not to be as aforesaid against him brought nor can he say but that the said pltffs ought to recover their damages by occasion of the premises aforesaid to ye value of sixty three pounds fifteen shill and nine pence sterl and costs of suit by him in behalf of the said pltffs about their suit in this behalf laid out & expended & the said deft in mortgage

Therefore it is considered by the Judges here the nineteenth day of April Anno Domi 1715 aforesaid that the said James Bowles Richard Hopewell & Jno Abbington Esqrs aforesaid recover against the said Robert Ungle Esqr as well the sume of sixty three pounds fifteen shill & nine pence sterl aforesaid in form aforesaid confessed as also the sume of [illegible] damages by the Court here adjudged unto them for their costs and charges by them about their suit in this behalf laid out & expended & the said deft in mortgage