Such Bill a Bill to receive the Same together with all Costs Damage and Charge Occasioned by
the Nonpayment of the money in Such bill a bill Mentioned and the protestation of Such bill and
being so therewith Chargable the said John, Gerard & Michael in Consideration thereof the day & year
Last Mentioned at St Marys County aft upon themselves assumed and to the said George then and there
faithfully promised that they the said John, Gerard & Michael the said thirty Six pounds seven teen
Shillings and Seven pence and the Cost Damage and charge Occasioned by the Nonpayment thereof
and the protestation of the said Bill to the said George when thereunto requested would well and truly
Content and pay and the said George in fact saith that the Cost Damage and Charge aft Amounts to
five pounds ten Shillings and Sixpence Sterling whereof the said John, Gerard & Michael the day &
year last Mentioned at St Marys County aft had notice Neverthelss the said John, Gerard & Michael
their promised and assumption aft not regarding but minding & fraudulently Intending him the said
George in this part Craftily and Subtilly to Deceive and defraud the said thirty Six pounds seventeen
Shillings and Seven pence and the Damage Cost and Charge aft Amounting in the whole to
forty two pounds Eight Shillings and One penny Sterling or any part thereof the said John, Gerard
and Michael to the said George have not paid or any way Contented altho often to do the said John,
Gerard and Michael by the tenth day of March in the year last Mentioned and often afterward
at St Marys County aft were req: but the same to him to pay have refused and Still do
refuse to the Damage of the said Eighty pounds Sterling and therefore he brings his Suit &c
Pledges &c John Doe & Richard Roe.

Thereupon the said Geo: Harris by his attorney aft prays that a Copy of the foregoing Declaration be
made and delivered by the Clerk and sent to the Sheriff of St Marys County to be Served on the said
John Baker in Custody as aforesaid in Order for try. all next Court which is Granted and thereupon
day is Given to the said John Baker in Custody as aforesaid to Answer unto the said plff &c. &c.
to the plea aft until next Court and the same day is given the plff also

At which said next Court to wit the 20th day of October Anno Dom: 1724 Comes again the said
George Harris by his attorney aft And the said George Harris by his said attorney prays that
the said John Baker in Custody as aforesaid to his Declaration in the plea aforesaid May
Answer But the said John Baker in Custody as aforesaid altho Solemnly Called Comes not
But makes default whereby the said plff remains against the said Defendant wholly
Undefended.

Therefore it is Considered by the Justices here the 20th day of October Anno
Dom: 1724 aft that the said George Harris recover against the said John Baker in Custody
as aforesaid as well the Sum of forty two pounds Eight Shillings & one penny Sterling
his Damages aforesaid As also the Sum of four Shillings & one penny Sterling and the Sum of
827 pounds of Tobacco by the Court here of the adverse of
the said George Harris Adjudged unto him for his Cost & Charge by him about his
Suit in this behalf Said out and Expended. And the said John Baker in Mercy &c

Wm Morrick Ellis ..... } Maryland ss Benjamin Wailes of Prince Georges County Gentleman alias dict
vs
Benjamin Wailes ..... } Benjamin Wailes of Somerset County in the Province of Maryland was Summoned
unto Morrick Ellis of a plea that he render unto him Seventy Eight pounds
Twelve Shillings and four pence Sterling which to him he Ought and Unjustly Detains &c

And Whereupon the same Morrick Ellis by Thomas Bradley his attorney Says that whereas the aforesd
Benjamin Wailes the fifth day of June Anno Dom: Seven teen hundred and twenty one at Somerset
County by his Certain writing Obligatory Acknowledged him self to be bound unto the aft Morrick Ellis
in the aft Seventy Eight pounds twelve Shillings and four pence Sterling to be paid unto the aforesaid
Morrick when thereto he should be required Nevertheless the aft Benj: altho often Required the
aforesaid Seventy Eight pounds twelve Shillings & four pence Sterling to the same Morrick hath not
rendered but the same to him hitherto to render hath refused and Still doth refuse wherefore he says
is the worse and hath Lost to the Value of Eighty pounds Sterling and therefore he brings the Suit &c
and he brings here into Court the writing aft which Testifys the Debt aforesaid in form aft whereof Date
is the day and year above said Viz:

Pledges &c John Doe & Richard Roe

And the said Benjamin Wailes by Joshua George his attorney Comes and defends the force and Injury
when &c and prays a hearing of the writing Obligatory aft and it is read unto him & he prays a
hearing of the Condition of the Same writing and it is read unto him in these words Viz:

The Condition of this Obligation is such that if the above bound Mr Benj: Wailes
or his assigns shall well and truly before the first day of August next Ensuing the date of these
presents deliver unto the said Wm Morrick Ellis or his assigns good bills of Exchange drawn on
Some Substantial person in Great Britain payable to the aft Morrick Ellis or his assigns
the Sum of thirty Nine pounds Six shillings and two pence Sterling money of great Britain or
Else to be paid in Current Money of this province made Sterling According to Custome with
Lawful Interest from the date these presents becomes payable then this Obligation to be void
and of none Effect Else to remain in full force and Virtue. Which being read and heard
the said Benjamin Wailes by his said Attorney prays leave to Imparle Demurr until next
Court and he hath it and the same day is given to the plff also.

At which said next Court to wit the 19th day of May Anno Dom: 1725 Come again the said
parties plff and Defend: by their attorneys aft and the said Defend: by his said attorney
prays further leave to Imparle hereunto until next Court and he hath it and the same
day is given the plff also.

At which said next Court to wit the 20th day of October Anno Dom: 1725 Comes again as
well the said Morrick Ellis by his attorney aft as the said Benj: Wailes by his attorney aft
and the said Benjamin Wailes by his said attorney as before defends the force and Injury
when &c and Saith that the aft Morrick his Action aforesaid against him to have ought
not because he the said Benjamin saith that he did well and truly Deliver unto the said
Morrick Ellis before the first day of August in the Condition aft Mentioned to wit on the
(last)