being so indebted he the said James in consideration thereof, afterwards that is to say on the day and year last aforesaid at the County aforesaid, undertook and then and there faithfully promised the said Benjamin to pay him the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the aforesaid James afterwards that is to say on the same day and year aforesaid at the County aforesaid, accounted together with the aforesaid Benjamin of and concerning divers other sums of money before that time due and owing from the said James to the said Benjamin, and then and there being in arrear and unpaid, and upon that account the said James was then and there found in arrear and indebted to the said Benjamin in another sum of two hundred pounds current money, and being so found in arrear and indebted, he the said James in consideration thereof afterwards, that is to say, the same day and year aforesaid, at the County aforesaid undertook, and to the said Benjamin, then and there faithfully promised, that he the said James would well and truly pay and satisfy to the said Benjamin the last aforesaid sum of two hundred pounds current money when he should be thereunto afterwards requested. Nevertheless the said James (although often requested by the said Benjamin, that is to pay on the same day and year aforesaid) hath not yet rendered or paid the said several sums of money, or any part thereof to the said Benjamin, but to render or pay the same several sums of money or any part or either of them, to the said Benjamin he the said James hath hitherto absolutely refused and still doth refuse to pay the same to the said Benjamin, whereupon the said Benjamin saith he is injured & hath sustained damages to the value of four hundred pounds current money, & therefore he brings suit and profert.

William Barrow for the plaintiff — pledges to prosecute John Doe & Richard Roe.

The Account whereof mention is made in the foregoing Declaration here follows in the following words, viz.

James Eagle to B. Wright Dr. 1802 July 9th your order in favour Samuel Benton 1.7.6. Aug. 9. 1 pt Spirit 1/6 2. 17th 1 pt Spirit 1/6 2 — 2/9 2. 24. Cash pd Shoreit 6/. Sept. 7. 7th dito 7/6 13th 2 Gallons Molasses 8/ Cotton 1/6 = 17/. Oct. 2nd 2 pr Pedlery Mixing 2/6. Nov. 4th 1 Gallon Spirit 11/2. Dec. 11th 2 yds cloth 10/ 2/6 yd linen 1/10 2 = 2 = 8th 2 = 17/ 3 Buttons 6. 4. 3 = 9. 24. 2 Gallons Molasses 8/ 1 Gallon Rum 7/6 = 18. 18. 27th Cash 11. 5. 0. 1802. Apr. 5th 2 2/ Gal Molasses 11/2. 15th 2 pr Glasses 6/ = 1/. 22nd 1 3/4 yds cloth 6/ February 28th 2 cwt Coals 3/9. May 26th 1 Gal Spirit 11/2 = 13/. Jany 8th 10th Sugar 10/. 1 pt Spirit 1/4 = 1/6 Oct. 20th 2 yds cloth 13/6. Nov. 4. 1 pt 1/4 = 14/10. Nov. 12th Cash pd for Brown 27/. 26th 2 1/ Spirit 2/9 2 = 1. 9. 9 2. 30th 1 Qt Spirit 2/9 2. Dec. 5th 1 2d Spirit 2/9 2 = 5/ 2. Dec. 30th Cash 9. 0. 0. 1804 March 31st your order in favour of Phillips 15/. Apr. 10th 1 1/7 feet Plank 3/4 2 2d Cash 20/ = 2. 18. 11. 2d your order Phillips 7/6. 7/6 27th 8 Bapl Lists 10/. Cash pd by John Osborn 2. 0. 8. May 5th Cash 15/. Pitch for Brum 5 6/2 = 5. 11. 2 1/2 your order Phillips 15. 12th Spirit 2/9 2 17. 9 2 Sugar 5th 1 2d Spirit 2/9 2 (7th 1 bush potatoes 7/6 = 10/3 2. 12. 3 2 yds linen 9/6. 25. your order Phillips 7/6 = 16/10. 27. 15/ Ale 1/6 2. July 2. your order in favour Nathaniel Hatterson 15/. 9. 3 Quarts Rum 3/7 2 1 Sand 2/6 = 5/2. 16. Cash 15. 5. 23. your order to Johnson 30/ = 2. 5. 0. 26 — 34 Anger 2/2 Aug. 4th Cash 15/. Sept. 5th your order Phillips 1/2 = 1/6 6. 0. Sept. 15th Cash paid Sadler 15/. 26th Cash 1/ 3. 15. 0. Oct. 4th 1 Oz Flint 6. 1 Sparkers 1/2. 1 Pail 1/6 2 = 3/2 12. Cash 6/10 2. Nov. 17. 1 Bushel Wheat on paid 15/6. borrowed 23 2 — 2/7 — Dec. 6th 1 Powder 5/. 6 flints 6. 1 Almanac 5 2 = 5/11 2. 1805 brought over 52. 9. 8. March 16th Cash 7. 10. 0. Apr. 19th 3 2 9 Qt CC assumes 16/2. 1 Sheet Sith 8. 1 Twist 5 2 1 Skein Thread 8. 17/8 2. May 2. 66 feet Plank 13/9 = 13. 9. July 12. 1 pt Spirits 1/6 2. Aug. 12th 1 Pail 1/6 2/9 2. Sept. 3rd 1 Qt Rum 1/10 2 7th 1 pt Ale 11. 2/9 2. Dec. 24. 1 pt Spirit 1/2. 1 Loaf 1/10 2 = 3/2 1806 Jany 11th 2 Quarts Rum 2/. 1 Qt Rum 1/10 2 = 3/10 2. Cash paid your order 13/2. Balance due on settlement 66. 6. 5 2. This second day of May Eighteen hundred and eight of Eighty one Dollars per this account by James Eagle to B. Wright Supra 6th 1802. Decemt 31st By Cash 1. 17. 6. 1804 March 6th By Cash 3. 15. 0. Apr 17. By Cash D. & R. 18/9. By Cash 2. 14. 11 2. July 1st By Cash 66. 8. 1805 July 15th By Cash 5/7 2 Apr 22nd By 1 2 Flax 16/10 2 May 30th By Cash 3. 15. 0. Aug 23rd By Cash 13/6. By hauling Cross & Stoves 6. 13. 4. By hauling 1 Loder from R. Hall 7/6. By your part of freight to Centreville 1/9. 9. 8. By Rice & Tea 3. 6. 0. By winning Reddee 3/9. By Tea Bill 2. 10. 6. By error 2. 5. 0. = 33. 19. 6 2. Balance due B. Wright 50. 7. 8. £66. 6. 5 2.

James Eagle to Benjamin Wright Dr. 1802. To a tierce furnished the Chomer Sally 58. 14. 0. To Cash received by you the amount sales of tierce Bulling. To Cash paid for you to Benjamin Hanson 5. 17. 6. To 2 bushels of Wheat Westons bushels of Corn 6. 6. 6. £95. 14. 0.

And the said James Eagle by his Attorney aforesaid comes and defends the force and injury when &c. & fault, and saith that he did not assume upon himself in such manner and form as the said Benjamin Wright above against him hath complained and of this he puts himself upon the Country and the said Benjamin Wright in like manner. And the said James Eagle by his Attorney aforesaid files in Court here the following Account in bar which he prays may be discounted out of the sum of money in the said Declaration mentioned to be supposed aforesaid to be due and owing to the said Benjamin Wright, to wit — Dr. Benjamin Wright To James Eagle. To Cash received of Saml. Hamilton Hynson £7. 25. To balance of Cash received of Richard Nicols and returned in your hands £124. 6d £131. 8s. And the said Benjamin Wright by his Attorney aforesaid, the force and injury when and so forth, and saith that the account in bar as above stated is incorrect, and the matters and things therein contained are not sufficient in law to prevent him from having and maintaining his action aforesaid against the said James Eagle and of this he prays may be enquired of by the Country. Whereupon for trying the issues aforesaid it is ordered by the Court here that twenty persons from the panel of petit Jurors returned to the Court here by the Sheriff of this County aforesaid be drawn by ballot, according to the Act of Assembly in such case made and provided, and thereupon the twenty persons being so drawn by ballot did write upon two Lists, one of which said Lists is delivered to the Counsel for the respective parties and the Counsel for each of the said parties having stricken out four persons from the said Lists thereupon the remaining twelve persons being called come, to wit Richard Ringgold, Thomas Gale, Daniel Spencer, John Whittington, Robert Hayes, Jeremiah Nicols, Joseph A. Gordon, John Griffith, James Parker, Thomas Miller, James Salisbury, and Peregrine Ringgold, who being impannelled & sworn to say the truth in the premises upon their Oath do say, that the said James Eagle did not assume upon himself in manner and form as the said Benjamin Wright within against him hath complained, therefore it is considered by the Court here that the said Benjamin Wright take nothing by his writ and declaration aforesaid but that he be in mercy and so forth for his false clamour and that the said James Eagle go thereof without day and so forth, and it is also considered by the Court here that the said James Eagle recover against the said Benjamin Wright the sum of thirty five Dollars and forty four cents current money by the Court here into him the said James Eagle on his assent adjudged for his Costs and charges by him about his defence in this behalf expended, and that he have thereof his execution against the said Benjamin Wright and so forth.

Memorandum. Before the Jurors aforesaid withdrew from the bar of the Court here, the said Benjamin Wright, by his Attorney aforesaid tendered to the Court here his bill of exceptions, and which is by the Court here signed & sealed, and which is in form following to wit

Benjamin Wright vs James Eagle — Action on the case. } At the trial of this cause the defendant to support the issues joined on his part, produced a letter from Richard Nicols to James Eagle (here insert it) he proved by competent testimony that Richard Nicols was dead, and that the contents of the letter to be in the handwriting of Richard Nicols, he also proved that the paper scripture "Mr. James Eagle Kent County, Captain Osborn, & said Captain Osborn & 66 dollars" was in the hand writing of the said Richard Nicols, he also proved that the endorsement in the following words "sent you by J. Blackiston £ 540. 00." was in the hand writing of Benjamin Wright the plaintiff, he offered this evidence for the purpose of proving that Benjamin Wright, the plaintiff, had received the sum of £66. 4. 4d. mentioned in the said letter that having only paid over the sum of £540. 00. that the sum of £124. 4d. was a proper set off in this action, but the defendant, not having proved that the sum of £66. 4. 4d. was ever sent by Mr. Nicols, or that the same had ever come to the hands of Benjamin Wright by any evidence except the aforementioned circumstances, objected to the testimony, but the Court was of opinion that this evidence was proper to admit it to the testimony, but the Court was of opinion that