it being the fourteenth day of the said month in the year of our Lord Eighteen hundred & twenty four, until which day the said James Frazier has leave to imparle, and then to declare against the said Bennett Bracco in the plea aforesaid, comes as well the said James Frazier by his attorney aforesaid, and the said Bennett Bracco by their attornies aforesaid, and the said James Frazier by his said attorney declares against the said Bennett Bracco in the plea aforesaid as follows that is to say. Talbot County, to wit. Bennett Bracco late of Talbot County yeoman was attached to answer unto James Frazier in a plea of trespass on the case. And whereupon the said James Frazier by John Goldsborough Esquire his attorney complains that whereas the said Bennett Bracco on the day of in the year Eighteen hundred and twenty two at the County aforesaid was indebted to him the said James Frazier in the sum of fifteen hundred dollars current money for the like sum of money by the said Bennett Bracco before that time had and received, to and for the use of the said James Frazier, and being so indebted he the said Bennett Bracco 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 James Frazier to pay him the said sum of money when he should be thereto afterwards requested; And whereas also the aforesaid Bennett Bracco afterwards, that is to say, on the same day and year aforesaid at the County aforesaid was indebted to the said James Frazier in another sum of fifteen hundred dollars current money for the like sum of money by the said James Frazier before that time lent & advanced to the said Bennett Bracco and at his special instance and request, and being so indebted he the said Bennett Bracco, 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 James Frazier to pay him the said last mentioned sum of money when he should be thereto afterwards requested. And whereas also the aforesaid Bennett Bracco afterwards, to wit, on the same day and year aforesaid at the County aforesaid, accounted together with the aforesaid James Frazier of and concerning divers other sums of money before that time and owing from the said Bennett Bracco to the said James Frazier and then and there being in arrear and unpaid, and upon that account the said Bennett Bracco was then and there found in arrear and indebted to the said James Frazier in another sum of fifteen hundred dollars current money, and being so found in arrear & indebted the aforesaid Bennett Bracco in consideration thereof, afterwards that is to say, on the same day and year aforesaid, at the County aforesaid undertook, and to the said James Frazier then and there faithfully promised that he the said Bennett Bracco would well and truly pay and satisfy to the said James Frazier the last aforesaid sum of money when he should be thereunto afterwards requested. Nevertheless the said Bennett Bracco his several promises and assumptions aforesaid in form aforesaid made not regarding but minding and intending to deceive and defraud the said James Frazier the aforesaid several sums of money or any part thereof unto the said James Frazier yet hath not paid, although so to do the said Bennett Bracco by the said James Frazier afterwards, to wit, on the same day & year aforesaid, and often afterwards at the County aforesaid was requested, but the same sums of money or any part thereof to pay to the said James Frazier, the said Bennett Bracco hath hitherto altogether refused and still doth refuse to the damage of the said James Frazier in the sum of three thousand dollars current money of Maryland & therefore he brings suit &c.

Pledges &c. John Doe & Rich. Roe

Plaintiff will pay all the following costs viz. Court for stamps, letter post, &c. cost of delivery by Plaintiff to defendant to amount of fifteen hundred dollars

Court Dr. to Talbert for the same. Court for divers works labors and services done for the defend to amount of fifteen hundred dollars. Ditto Dr. to Talbert attorney for same.

John Goldsborough Atty for Plff

And thereupon the said James Frazier by his attorney aforesaid prays that the said Bennett Bracco may answer to the declaration of him the said James Frazier in the plea aforesaid, and whereupon it is prayed by the Court here that the said Bennett Bracco answer to the declaration of the said James Frazier in the plea aforesaid and if the said Bennett Bracco doth not answer to the declaration of the said James Frazier in the plea aforesaid, judgment will be rendered against him by default. And the said Bennett Bracco by his said attorney defends the force and injury when &c. and prays leave of the Court here to imparle until the third Monday of May next to answer to the declaration of the said James Frazier in the plea aforesaid and he hath it, the same day is given to the said James Frazier then &c. At which said third Monday of May being the fifteenth day of the same month, in the year of our Lord Eighteen hundred & twenty six, until which day the said Bennett Bracco had leave to imparle, and then to answer to the declaration of the said James Frazier in the plea aforesaid comes as well the said James Frazier, as the said Bennett Bracco by their Attornies aforesaid, and the said Bennett Bracco by his said attorney as before defends the force and injury when &c. and saith that he did not undertake and promise in manner and form as the said James Frazier hath above thereof complained against him, and this he prays may be inquired of by the country &c. forth. And thereupon the said James Frazier by his Attorney aforesaid suggests to the Court here that material and competent Witnesses in this cause are really wanting & that he has used his reasonable endeavors for procuring the same without whose testimony he cannot safely proceed to the trial thereof, and therefore prays a further day may be given him for the trial thereof, and files in Court here a certain affidavit the tenor whereof is as follows to wit. James Frazier vs. Bennett Bracco } Case. May Term 1826. James Frazier the plaintiff personally appears in Open Court and makes oath on the Holy Evangels of Almighty God, that he verily believes he cannot proceed in the trial of the above cause without the benefit of the testimony of Samuel Le Compte of Dorchester County and Vernon Crayton who are legal and competent Witnesses as he expects and expects to prove by them, that the defendant has received for the use of the plaintiff divers large sums of money for the recovery of which the above suit is brought. He further says that he has used reasonable legal and proper means to have them as Witnesses that he expects they may be had at the ensuing term. Sworn in open Court. J. Cockerman Clk. Therefore it is considered by the Court here, that the said Bennett Bracco recover against the said James Frazier the sum of one dollar and thirty six cents for his costs and charges by him sustained about his defence in this behalf expended the last continuance of the plea aforesaid, and thereupon by order of the Court here further process of and upon the premises aforesaid, between the parties aforesaid is continued until the second Monday of November next: And now here at this day, to wit, the second Monday of November, being the thirteenth day of the said month, in the year of our Lord Eighteen hundred and twenty six, come again into Court here the parties aforesaid by their Attornies aforesaid, and the said J. Cockerman Esquire also appears as Attorney for said Plaintiff; And thereupon the said Bennett Bracco by his said Attorney relinquishes his said plea by him above pleaded and saith that he cannot deny the satisfaction of the said James Frazier, nor but that he did undertake and promise in manner and form as the said James Frazier above complains against him, nor but that the said James Frazier hath sustained damages by occasion of the non performance of the said several promises and assumptions in the said declaration mentioned to the sum of two thousand dollars current money, and no more; and thereupon the said James Frazier prays judgment, and that the said damages so acknowledged, together