At which aforementioned second Tuesday of May being the eighth day of the same Month in the year of our Lord, One thousand seven hundred and eighty seven, came into the General Court here, as well the said John Rogers by his attorney aforesaid, as the said Edward Carvill Talley by his Attorney attorney aforesaid; And the said Edward Carvill Talley by his Attorney aforesaid, comes and defends the force and injury when and so forth, and prays leave of the Court here to Imparle until the second Tuesday of October next, and to him it is granted and the same day is given to the Plaintiff also —

At which said second Tuesday of October being the ninth day of the same Month in the year of our Lord, One thousand seven hundred and eighty seven, to which said day, the said Edward Carvill Talley had leave to Imparle, Came again into the General Court here, as well the aforesaid John Rogers by his attorney aforesaid, as the said Edward Carvill Talley by his attorney aforesaid; And the said John Rogers declares against the said Edward Carvill Talley in the plea aforesaid in manner and form following —

Baltimore County, to wit; Edward Carvill Talley late of Baltimore County was summoned to answer unto John Rogers of a plea of Trespass upon the case and so forth — And whereupon the said John Rogers by Francis Curtis his Attorney, complains that whereas the aforesaid Edward Carvill Talley on the twenty sixth day of November in the year of our Lord one thousand seven hundred and eighty four at Baltimore County aforesaid was indebted unto the said John in the sum of Fifty nine pounds thirteen shillings and seven pence half penny Current Money for so much Money by the said Edward Carvill before that time had and received to the use of the said John being a matter properly chargeable in Account as by a particular account thereof hereunto into Court brought may appear and being so thereof indebted the said Edward Carvill in Consideration thereof afterwards, to wit, the same day, year and place last aforesaid upon himself assumed and to the said John then and there faithfully promised to pay to the said John the aforesaid sum of fifty nine pounds thirteen shillings and seven pence half penny Current Money as aforesaid when he should be thereunto afterwards requested by the said John - And also whereas the aforesaid Edward Carvill afterwards to wit, the same day year and place aforesaid was indebted unto the said John in another sum of fifty nine pounds thirteen shillings and seven pence half penny of like Current Money as aforesaid for so much money of him the said John before that time by him the said John, for the use of him the said Edward Carvill and at his special instance and request expended laid out, advanced and paid and being so indebted the said Edward

Carvill in Consideration thereof afterwards, to wit, the same day, year and place last aforesaid upon himself assumed and to the said John then and there faithfully promised to pay unto the said John the aforesaid sum of fifty nine pounds thirteen shillings and seven pence half penny Current Money as aforesaid when he should be thereunto afterwards requested by the said John - And also whereas the said Edward Carvill afterwards to wit, the same day year and place last aforesaid accounted together with the said John of and concerning divers sums of Money before that time due and unpaid by the said Edward Carvil to the said John and the said Edward Carvil upon the account then and there found in arrear to the said John in another sum of fifty nine pounds thirteen shillings and seven pence half penny of like Current Money as aforesaid and the said Edward Carvil being so found in arrear in Consideration thereof afterwards to wit, the same day year and place aforesaid upon himself assumed and to the said John then and there faithfully promised to pay to the said John the aforesaid sum of fifty nine pounds thirteen shillings and seven pence half penny when he should be thereunto afterwards requested Nevertheless the aforesaid Edward Carvil his several promises and assumptions aforesaid in form aforesaid made not in the least regarding but continuing and fraudulently intending the aforesaid John in this behalf craftily and subtilly to deceive and defraud the said several sums of Money or any part thereof to the said John he hath not paid nor for the same to the said John any ways contented although to do this the aforesaid Edward Carvil afterwards to wit on the same day year and place last aforesaid and oftentimes since hath been requested by the said John but the same to the said John to pay or for the same any ways to content he hath altogether refused and still doth refuse to the Damage of the said John Three hundred pounds Current Money and therefore he brings his Suit and so forth —

Francis Curtis for Pltff. Pledges &c. John Doe, Rich. Roe.

The account mentioned in the aforegoing Declaration follows in these words, to wit —

Dr. Edward Carvil Talley in Acct with Jno Rogers . . . Cr. —

1784. August 2.	To Cash paid you at the Mill	£ 3. 10. 0
	To an Order on Jno Brown Merch. of Philadelphia in your favour for	180. 0. 0
18	To Cash paid Ben. Fleetwood for freight of 300 Bush. wheat C/B from Swan Creek to Susqa.	3. 15. 0

Nov.