aforesaid as the said Edward Nicholls and Thomas Blake by their Attorney aforesaid

Nevertheless the aforesaid Edward Nicholls and Thomas Blake by their Attorney aforesaid relinquishing the argument above by them pretended say they cannot deny the action aforesaid of the said Bernard Oneill and William Deakins so as aforesaid against them brought nor but that they owe to the said Bernard Oneill and William Deakins the said sum of four hundred pounds current money in manner and form aforesaid so as the said Bernard Oneill and William Deakins above against them have declared

Therefore it is considered by the Judges here that the said Bernard Oneill and William Deakins recover against the said Edward Nicholls and Thomas Blake as well the sum of four hundred pounds current money their debt aforesaid in form aforesaid confessed as also the Quantity of seven hundred and five pounds and one fifth of a pound of Tobacco by the Court here unto the said Bernard Oneill and William Deakins on their expend adjudged as well for their damages sustained by reason of the detention of that debt as for their costs and charges by them about their suit in this behalf laid out and expended, and the said Defendants in mercy &c.

Memorandum, Judgment was rendered in this cause on the eighteenth day of May Anno Domini seventeen hundred and eighty nine for penalty and costs of suit, To be released on the payment of the Principal Interest and Costs, and the Plaintiffs agree to stay execution until the first day of August next, Payment if any to be allowed.

Test John Gwinn Clk.

22/2
Ed.

Nathaniel Combs against William Spear.

Be it remembered that heretofore towit on the twenty third day of July Anno Domini seventeen hundred and eighty seven, The Plaintiff by Francis Curtis his Attorney sued out of our General Court here the State of Maryland's writ of Capias Adrespondendum directed to the Sheriff of Baltimore County in the words and figures following towit

The State of Maryland Sct. To the Sheriff of Baltimore County Greeting We command you that you take William Spear late of the County of Baltimore and State aforesaid Merchant if he shall be found in your bailiwick, and him safe keep, so that you have his body before the Judges of our General Court, to be held at the City of Annapolis on the second tuesday of October next to Answer unto Nathaniel Combs of a plea of trespass on the case and so forth. hereof fail not at your peril, and have you then and there this writ, Witness Robert Hanson Harrison Esquire, chief Judge of our said Court the 25th day of May Anno Domini 1787. Thos. B. Hodgkin Clk.

Issued the 23d day of July 1787. (F. Curtis)

And the said Nathaniel Combs by his Attorney aforesaid declared against the said William Spear in the plea aforesaid as follows towit

Western Shore State of Maryland, Baltimore County towit William Spear late of the County of Baltimore and State aforesaid Merchant was attached to Answer Nathaniel Combs of a plea of Trespass on the case and so forth. And whereupon the said Nathaniel Combs by Francis Curtis his Attorney complains

complains that Whereas on the tenth day of February in the year of our Lord seventeen hundred and eighty six and long before as well the said William Spear as one William Blount were persons trading in the way of Merchandizing and negotiating and using commerce within the United States of America towit at Newbern North Carolina in the said County of Baltimore, and the said William Blount the same day and year at Newbern, North Carolina aforesaid according to the Custom of Merchants made his certain Bill of Exchange bearing date the same day and year directed to the said William Spear and thereby requiring the said William Spear at ten days after sight of the said Bill of Exchange to pay to the said Nathaniel Combs by the name of Mr. Nathaniel Combs or his order Merchant of Philadelphia the sum of seven hundred and fifty six pounds thirteen shillings and one penny and charge the same to account of William Blount and the aforesaid William Spear afterwards towit the tenth day of March in the year of our Lord seventeen hundred and eighty six at Baltimore County aforesaid had notice and sight of the said Bill of Exchange and according to the usage and custom of Merchants then and there accepted the same for the sum of seven hundred and thirty five pounds sixteen shillings and seven pence current money and by reason thereof he the said William Spear became liable to pay unto the said Nathaniel Combs the said seven hundred and thirty five pounds sixteen shillings and seven pence being a part of the same in the said Bill of Exchange mentioned according to the tenor and effect of the said Bill and acceptance thereon indorsed and being so liable the aforesaid William Spear afterwards towit the same day and year last above said at Baltimore County aforesaid in consideration thereof undertook and then and there faithfully promised the said Nathaniel Combs that he the said William Spear would well and truly pay to the said Nathaniel Combs the said Money contained in the said Bill according to the tenor and effect of the same Bill and acceptance and also whereas the aforesaid William Spear the same day and year last aforesaid at Baltimore County aforesaid was indebted unto the said Nathaniel Combs in another sum of seven hundred and thirty five pounds sixteen shillings and seven pence current money aforesaid for so much money before that time had and received by the said William Spear to the use of the said Nathaniel Combs and being so thereof indebted the said William Spear afterwards towit the same day and year at Baltimore County aforesaid in consideration thereof upon himself assumed and to the said Nathaniel Combs then and there faithfully promised the said Nathaniel Combs that he the said William Spear would well and truly content and pay the said sum of seven hundred and thirty five pounds sixteen shillings and seven pence last mentioned to the said Nathaniel Combs when he should be thereunto afterwards requested Nevertheless the aforesaid William Spear his several promises and assumptions aforesaid in form aforesaid made not in the least regarding but contriving and fraudulently intending the aforesaid Nathaniel in this behalf craftily and subtilly to deceive and defraud the said several sums of Money or any part thereof to the said Nathaniel he hath not paid nor for the same to the said Nathaniel any ways contented although to do this the aforesaid William Spear afterwards towit on the eleventh day of July in the year of our Lord seventeen hundred and eighty six at Baltimore County aforesaid and often times since hath been requested by the said Nathaniel but the same to the said Nathaniel to pay or for the same any ways to content he hath altogether refused and still doth refuse to the damage of the said Nathaniel two thousand