trespass upon 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 12th. day of June Anno Domini 1788. (R Potts)

Issued the 9th. day of September 1788. John Gwinn Clk.

And the said Uriah Forest and Benjamin Stoddert by their attorney aforesaid, declare against the said Edward Lloyd Wailes, James Somerville and Henry Truman Compton in the plea aforesaid as follows to wit—

Western Shore of Maryland, and Prince Georges county to wit, Edward Lloyd Wailes late of Prince Georges county merchant, James Somerville late of Prince Georges county merchant and Henry Truman Compton late of Prince Georges county merchant were attached to answer unto Uriah Forest and Benjamin in a plea of trespass upon the case and so forth. — And whereupon the said Uriah and Benjamin by Richard Potts their attorney complain that whereas the aforesaid Edward, James and Henry on the twenty first day of June in the year of our Lord one thousand seven hundred and eighty eight at Prince Georges county aforesaid was indebted unto them the said Uriah and Benjamin in the sum of one thousand three hundred and eighty six pounds one shilling and ten pence sterling money for divers goods wares and merchandizes of them the said Uriah and Benjamin bought and by the said Uriah and Benjamin to the said Edward, James and Henry and at their special instance and request, before that time there sold and delivered and being so thereof indebted, they the aforesaid Edward, James and Henry afterwards to wit on the day and year aforesaid at the county aforesaid in consideration thereof upon themselves assumed, and to the said Uriah and Benjamin then and there faithfully promised that they the said Edward James and Henry the aforesaid sum of money to them the said Uriah and Benjamin when afterwards they should be thereunto required would well and truly content and pay, And whereas also the aforesaid Edward, James and Henry afterwards to wit on the day and year aforesaid at the county aforesaid was indebted unto them the said Uriah and Benjamin in another sum of one thousand three hundred and eighty six pounds one shilling and ten pence sterling money for the like sum of sterling money by them the aforesaid Edward, James and Henry for them the said Uriah and Benjamin, and to their use before that time had and received and so being thereof indebted the aforesaid Edward, James and Henry afterwards to wit, on the day and year last aforesaid at the county aforesaid in consideration thereof upon themselves assumed and to the said Uriah and Benjamin then and there faithfully promised, that they the said Edward, James and Henry the last aforesaid sum of sterling money to them the said Uriah and Benjamin when afterwards they should be thereunto required would well and truly content & pay. And whereas also the aforesaid Edward, James and Henry at Prince Georges county aforesaid on the day and year last aforesaid was indebted unto them the said Uriah and Benjamin in another sum of one thousand three hundred and eighty six pounds one shilling and ten pence sterling money for the like sum of money by them the said Uriah and Benjamin at the special instance and request and to and for the use and behoof of them the said Edward, James and Henry, before that time laid out expended and paid and so being thereof indebted the aforesaid Edward, James and Henry, afterwards to wit, on the day and year last aforesaid at the county aforesaid in consideration of the premises

premises upon themselves assumed and to the said Uriah and Benjamin then and there faithfully promised that they the said Edward, James and Henry the last aforesaid sum of sterling money to them the said Uriah and Benjamin when afterwards they the said Edward, James and Henry should be thereunto required would well and truly content and pay, And whereas also the aforesaid Edward, James and Henry on the day and year last aforesaid at Prince Georges county aforesaid were indebted unto them the said Uriah and Benjamin in another sum of one thousand three hundred and eighty six pounds one shilling and ten pence sterling money for the like sum of sterling money to them the said Edward, James and Henry by the said Uriah and Benjamin at the special instance and request of the said Edward James and Henry before that time there lent and delivered (and so being thereof indebted the aforesaid Edward, James and Henry in consideration thereof afterwards to wit on the day year last aforesaid at the county aforesaid upon themselves assumed and to the said Uriah and Benjamin then and there faithfully promised that they the aforesaid Edward James and Henry the last aforesaid sum of money to them the said Uriah and Benjamin when afterwards they should be thereunto required would well and truly content and pay, And whereas also the aforesaid Edward, James and Henry on the twenty fifth day of June in the year of our Lord one thousand seven hundred and eighty eight, at Prince Georges county aforesaid accounted together with them the said Uriah and Benjamin of and concerning divers sums of money to them the said Uriah and Benjamin by the aforesaid Edward James and Henry before that time due and unpaid and upon the accounting aforesaid the aforesaid Edward, James and Henry were found in arrear to them the said Uriah and Benjamin in one other sum of one thousand three hundred and eighty six pounds one shilling and ten pence british sterling money and being so found in arrear the aforesaid Edward, James and Henry in consideration thereof afterwards to wit on the day and year last aforesaid at the county aforesaid upon themselves assumed, and to the said Uriah and Benjamin then and there faithfully promised, that they the aforesaid Edward, James and Henry the last aforesaid sum of money to them the said Uriah and Benjamin when afterwards they should be thereunto required would well and truly content and pay, And the aforesaid Uriah and Benjamin in fact say that each of the several sums of sterling money aforesaid was the time of the promises and assumptions aforesaid always since hath been and now is of the value of the sum of two thousand three hundred and ten pounds (three shillings and one half penny current money of Maryland to wit at Prince Georges county aforesaid Nevertheless the said Edward, James and Henry their several promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending them the said Uriah and Benjamin in this behalf craftily and subtilly to deceive and defraud the aforesaid several sums of sterling money or any part of either of them, or the value of them in current money of Maryland or any part of the value of either of them to them the said Uriah and Benjamin have not contented or paid (although so to do the aforesaid Edward James and Henry were afterwards to wit on the day and year last aforesaid and often afterwards at the county aforesaid by the said Uriah and Benjamin requested) but the same sums of sterling money or any part of either of them or the value of them or of either of them in current money to content or pay they the said Edward, James and Henry have hitherto altogether refused and still do refuse to the damage of them the said

Uriah