Walter upon himself Assumed and to the said Alexander and Benjamin then and there faithfully promised to pay to them the said Alexander and Benjamin as much Current money for the Goods Wares and merchandizes last mentioned as the same at the time of the sale and delivery thereof were reasonably worth and the said Alexander and Benjamin in fact say that the Goods Wares and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof one other sum of one hundred and sixty one pounds three shillings and six pence Current money to wit at the County aforesaid whereof the said Alexander and Benjamin to him the said Walter then and there gave notice.

And whereas afterwards to wit on the day and year aforesaid at the County aforesaid the said Walter was indebted unto them the said Alexander and Benjamin in one other sum of one hundred and sixty one pounds three shillings and six pence Current money for the like sum of Current money before that time there laid out and expended and paid by the said Alexander and Benjamin to the use of the said Walter at his special Instance and request and being so indebted the said Walter in Consideration thereof afterwards to wit. on the day and year aforesaid at the County aforesaid upon himself assumed and to the said Alexander and Benjamin then and there faithfully promised the last aforesaid sum of Current money to the said Alexander and Benjamin when afterwards he the said Walter should be thereunto required would well and truly content and pay, Nevertheless the said Walter his several promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending the said Alexander and Benjamin in this behalf craftilly, and subtilly to deceive and defraud the aforesaid several sums of Current money or any of either of them to the said Alexander and Benjamin or to either of them hath not contented or paid altho so to do the said Walter was afterwards to wit, on the day and year aforesaid and often afterwards at the County aforesaid by the said Alexander and Benjamin requested but

but the said several sums of Current money or any part of either of them to the said Alexander and Benjamin or either of them to content or pay the said Walter hath hitherto altogether refused and still doth refuse wherefore the said Alexander and Benjamin say they are the worse and have damage to the value of three hundred pounds Current money and therefore they bring suit and soforth.

W Cooke p Pltff. } John Doe and
Pledges and soforth } Richard Roe.

A Copy of which aforegoing Declaration was made and sent with the writ which issued in the plea aforesaid.

At which said second Tuesday of May being the twelfth day of the same month Anno domini seventeen hundred and eighty nine and the day of the return of the aforegoing writ come the aforesaid Alexander Contee and Benjamin Contee by William Cooke their attorney aforesaid and the sheriff of Prince Georges County to whom the same writ was made and directed likewise Comes and makes return thereof to the Court here thus endorsed to wit.

Cepi Copy left 11th April 1789. Edwd. Lloyd Wailes Shff.

And the said Walter Bowie by Gabriel Duvall his attorney Comes and defends the force and injury, when and soforth. and prays leave to imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiffs also.

At which said next Court to wit the thirteenth day of October Anno domini seventeen hundred and eighty nine come again as well the said Alexander Contee and Benjamin Contee by their attorney aforesaid as the said Walter Bowie by his attorney aforesaid, And the said Walter Bowie by his attorney aforesaid as before defends the force and injury, when and soforth and saith that he did not assume upon himself, in manner and form as the aforesaid Alexander and Benjamin above against him have complained and of this he puts himself, upon the Country and the aforesaid Alexander and Benjamin in like manner.

Whereupon this cause standing, ready for trial Command is given to the sheriff of Ann Arundel County that he cause to Come