Wallace, Johnson and Muir
against
Benjamin Oden and Thomas Clarke

Be it remembered that heretofore to wit, on the fourth day of April Anno Dominis seventeen hundred and ninety two, the Plaintiffs by William Cooke their attorney sued out of our General Court the State of Maryland's writ of Capias adrespondendum directed to the Sheriff of Prince Georges County in the words and figures following to wit.

The State of Maryland Sc. To the Sheriff of Prince Georges County, Greeting. We command you that you take Thomas Clarke and Benjamin Oden late of Prince Georges County Merchants if they shall be found in your Bailiwick and them safe keep so that you have their body's before the Judges of our General Court, to be held at the City of Annapolis on the second Tuesday of May next to answer unto Charles Wallace, Joshua Johnson & John Muir in a plea of trespass on the case and soforth, Hereof fail not at your peril, and have you then and there this writ. Witness the Honourable Samuel Chase Esquire Chief Judge of our said Court the 14th day of February Anno Dominis 1792.

Issued the 4th day of April 1792. W Cooke. John Gwinn Clk.

And the said Charles Wallace, Joshua Johnson, and John Muir by their attorney aforesaid declared against the said Thomas Clarke and Benjamin Oden in the plea aforesaid as follows to wit.

Western Shore, State of Maryland; Prince Georges County to wit, Thomas Clarke and Benjamin Oden late of Prince Georges County Merchants were attached to answer unto Charles Wallace, Joshua Johnson and John Muir in a plea of trespass on the case and soforth; - And Whereupon the said Charles, Joshua and John by W Cooke their attorney complain that whereas the aforesaid Thomas and Benjamin after the first day of May seventeen hundred and five to wit, on the first day of December seventeen hundred and eighty six at Prince Georges County aforesaid made their certain note in writing called a Promissary note with their proper hands thereunto subscribed bearing date the day and year last aforesaid, and the said note then and there to them the said Charles, Joshua and John delivered by which said note the aforesaid Thomas and Benjamin promised to pay twelve months then next ensuing the date of the said note to the aforesaid, Charles, Joshua and John by the name of Messrs Wallace, Johnson and Muir or order the sum of three hundred and twenty two pounds and eight pence sterling money in goods, Bills of Exchange or specie at the current rate of Exchange at the day of payment with legal interest thereon for value received, by reason whereof and also by force of the statute in such cases made and provided the aforesaid Thomas and Benjamin became liable for and chargeable to pay unto the said Charles, Joshua

Joshua and John the aforesaid sum of sterling money with legal interest thereon according to the tenor of the note aforesaid and being so therewith chargeable the said Thomas and Benjamin in consideration thereof afterwards to wit, on the first day of December seventeen hundred and eighty six at Prince Georges County aforesaid upon themselves assumed and to the said Charles, Joshua, and John then and there faithfully promised that they the said Thomas and Benjamin the aforesaid sum of sterling money to them the said Charles, Joshua and John when afterwards the said Thomas and Benjamin should be thereunto required would according to the tenor of their note aforesaid well and truly content and pay; and the said Charles, Joshua and John in fact say that the aforesaid sum of sterling money at the time of making the promise and assumption aforesaid was always since hath been and still is of the value of six hundred and twenty pounds one shilling and a penny current money to wit, at Prince Georges County aforesaid; Nevertheless the aforesaid Thomas and Benjamin their respective promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending them the said Charles, Joshua and John in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of sterling money or any part thereof or the value thereof as aforesaid or any part of such value to them the said Charles, Joshua and John or to either of them have not rendered or paid (altho' so to do the aforesaid Thomas and Benjamin were afterwards by them the said Charles, Joshua and John to wit, on the first day of December seventeen hundred and eighty seven at Prince Georges County aforesaid and often afterwards by them the said Charles, Joshua and John at the County aforesaid requested) but the same sum of sterling money or any part thereof or the value thereof or any part of such value to them the said Charles, Joshua and John or to either of them to content or pay they the said Thomas and Benjamin have hitherto respectively altogether refused and still do refuse to the damage of them the said Charles, Joshua and John to the value of one thousand pounds current money, and therefore they sue &c.

W. Cooke p.r Plff. Pledges and Soforth. John Doe and Richard Roe

At which said second Tuesday of May to wit, the eighth day of the same Month anno Dominis seventeen hundred and ninety two, and the day of the return of the aforegoing writ, comes here into our General Court the said Charles Wallace, Joshua Johnson and John Muir by 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, Benjamin Oden, Copy left 7th April
Cepi, Copy left with Thomas Clarke 10th April 1792 } Wm D. Beall Sheriff

And