of Trespass upon 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 29th day of December Anno Domini 1791. (J.T.M.)

Issued the 21st day of January 1792. Jno. Gwinn Clk.

And the aforesaid Alexander Bingerman by his attorney afore said, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Henry Slinger in the plea afore said, in form following, to wit. The State of Maryland Western Shore, Washington County to wit. Henry Slinger late of Washington County and State aforesaid Joiner was attached to answer Alexander Bingerman in a plea of Trespass upon the case and soforth.

And whereupon the said Alexander by John Thomson Mason his attorney complains that whereas the said Henry on the thirteenth day of January in the year of our Lord one Thousand seven hundred and ninety two, at Washington County aforesaid was indebted to the said Alexander in the sum of two hundred and Thirteen pounds eight shillings and four Pence current money of Maryland for so much money before that time had and received by the said Henry for the use of the said Alexander and being so indebted the said Henry in consideration thereof afterwards viz: on the same day and year and at the County aforesaid undertook and then and there faithfully Promised the said Alexander that he would well and truly Pay to him the said Alexander the aforesaid sum of two hundred and Thirteen Pounds eight shillings and four pence when afterwards he the said Henry should thereunto be required by him the said Alexander: And also whereas the said Henry on the day and year last aforesaid at Washington County aforesaid accounted together with the said Alexander concerning divers sums of money before that time due from, and unpaid by the said Henry to the said Alexander and the said Henry was upon the said account then and there found in arrear to the said Alexander in the like sum of Two hundred and Thirteen pounds eight shillings and four pence current money of Maryland and being so found in arrear the said Henry in consideration thereof afterwards, to wit, on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said Alexander that he the said Henry would well and truly pay the

the said sum of money to him the said Alexander when he the said Henry by him the said Alexander should afterwards thereunto be required; Nevertheless the said Henry not at all regarding his said several promises and assumptions so as aforesaid made but minding and fraudulently intending him the said Alexander in this behalf craftily and subtilly to deceive and defraud hath not paid to the said Alexander the said several sums of money or any part thereof (altho' he he the said Henry was afterwards, to wit, on the day and year last aforesaid and often afterwards at the County aforesaid by him the said Alexander thereunto required;) but he the said Henry hath hitherto altogether refused and still doth refuse to pay the same to the said Alexander to the Damage of him the said Alexander in the sum of five hundred pounds current money of Maryland and therefore he bringeth suit &c. John Thomson Mason for Plff. Pledges &c. } John Doe & Rich.d Roe

a Copy of which said declaration was made and sent with the said writ to the Sheriff of the County aforesaid, thereon endorsed, to be served on the Defendant with the writ, or left at his place of abode twenty days at least before the return of the said writ, for plea or Judgment the first Court.:

At which mentioned second Tuesday of May being the eighth day of the said Month, in the year of our Lord one thousand seven hundred and ninety two, and the return day of the aforegoing writ, comes into the General Court here the said Alexander Bingerman by his attorney aforesaid: and the Sheriff of Washington County aforesaid, to wit. Henry Schryock Gentleman, to whom the said aforegoing writ was in form afore said directed, makes return thereof to the Court here thus endorsed, to wit. Cepi Copy left the 20th Feby. 1792. H. Schryock Shff.

And the said Henry Slinger by Baker Johnson his attorney, appears in Court here; and thereupon, on motion of the said Alexander Bingerman by his attorney aforesaid, it is ruled by the Court here, that the said Henry Slinger give special bail in the Plea aforesaid: whereupon the said Henry Slinger by his attorney aforesaid, files in Court here a certain bail piece, and which being approved of by the Court here, is in form following, to wit,

Alexander Bingerman Plaintiff
against
Henry Slinger Defendant

} You Gabriel Friend and Jacob Friend Junior Do (Jointly) and severally acknowledge