aforesaid made subscribed and directed with the endorsement thereon as aforesaid after the making thereof and the endorsement thereon as aforesaid, to wit, on the seventeenth day of June in the year seventeen hundred and Eighty Eight at London aforesaid by the order and for the use of the said Richard Eaton was exhibited and shewn to the aforesaid H. D. Rettberg and the said H. D. Rettberg then and there by virtue of the endorsement aforesaid and according to the usage and custom aforesaid was requested to pay the contents of the said bill according to the tenor and effect thereof and of the endorsement thereon to the order for the use of the said Richard Eaton but the said H. D. Rettberg then and there refused and always hitherto hath refused to pay the said bill or the contents thereof to the order and for the use aforesaid by reason whereof the said bill of Exchange afterwards, to wit, on the same day and year aforesaid at London aforesaid according to the usage and usage and custom aforesaid, the said H. D. Rettberg having before that time had sixty days sight thereof to wit, from the fifteenth day of April then last and the second and third bills of the same, tenor and date not being paid, was protested of all which premises the aforesaid James Eales and John Frederick Amelung afterwards, to wit, on the thirtieth day of July in the year aforesaid at Frederick County aforesaid respectively had notice by reason of which premises the said John Frederick according to the usage and custom aforesaid became liable to pay to the aforesaid Richard Eaton the aforesaid sum of two hundred Pounds sterling money in the aforesaid bill mentioned together with all lawful costs charges Damages and Interest by the said Richard Eaton suffered and sustained by reason of the non payment of the contents of the said bill of exchange and the protest aforesaid And being so therewith chargeable and liable the said John Frederick afterwards to wit on the same day and year last aforesaid at the County aforesaid in consideration of the premises upon himself assumed and then and there faithfully promised the said Richard Eaton that he said John Frederick would well and truly and pay the said Richard the aforesaid sum of two hundred Pounds sterling money in the aforesaid bill mentioned together with all lawful costs damages and Interest suffered and sustained by

by the said Richard by reason of the nonpayment of the said bill & the contents thereof and Protest as aforesaid when thereto afterwards he the said John Frederick should be required and the said Richard avers that the lawful costs damages and interest by him suffered and sustained by reason of the nonpayment of the said bill of exchange or the contents thereof and protest aforesaid amount to the sum of two hundred and thirty pounds seventeen shillings and six pence sterling money together with legal Interest on the sum of two hundred Pounds Sterling in the said bill mentioned from the day of the Protest aforesaid until the said sum of two hundred and thirty Pounds seventeen shillings and six pence sterling be paid and the said Richard also avers that the aforesaid sum of two hundred and thirty Pounds seventeen shillings and six pence sterling at the time of making the bill and protest aforesaid was and ever since has continued to be and now is of the value of five hundred and fifty Pounds fifteen shillings and ten pence current money of Maryland to wit, at Frederick County aforesaid whereof the said John Frederick afterwards, to wit, on the day and year last aforesaid there had notice. Nevertheless the said John Frederick his promise and assumption aforesaid so as aforesaid made not regarding but contriving and fraudulently intending the aforesaid Richard in this behalf to deceive and defraud the aforesaid sum of Sterling money in the aforesaid bill mentioned together with all lawful costs Damages and interest amounting as aforesaid to the aforesaid sum of two hundred and thirty Pounds seventeen shillings and six pence sterling or any part thereof or of the value thereof as aforesaid to the said Richard hath not yet paid, altho to do the same the said John Frederick by the said Richard afterwards to wit, on the same day and year last aforesaid and often afterwards at Frederick County aforesaid was required, but the same or any part thereof or of the value thereof to the said Richard to render or pay he the said John Frederick altogether hitherto hath refused and still doth refuse to the damage of the said Richard one thousand Pounds current money of Maryland and therefore he brings suit and &c. &c.

Arch.d Robinson, atty for Plff. — Pledges to Prosecute: John Doe and Richard 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