Parks afterwards, to wit, on the day and year last aforesaid at the County afd. in consideration that they the said John Blakes and Morris Birkbeck had at the special instance and request of the said John Parks before that time there sold and delivered to him the said John divers other Goods Wares and merchandizes, he the said John Parks on the day and year last aforesaid at the County aforesaid upon himself assumed and to the said John Blakes and Morris Birkbeck then and there faithfully promised that he the said John Parks when afterwards he should be thereunto required would well and truly content and pay unto the said John Blakes and Morris Birkbeck all such sums of money as those Goods wares and merchandizes last mentioned were reasonably at the time of their sale and delivery aforesaid and the said John Blakes and Morris Birkbeck in fact say that the goods wares and merchandizes last mentioned as aforesaid sold and delivered to the said John Parks were reasonably worth at the time of their sale and delivery as aforesaid the sum of two hundred and ninety two Pounds five shillings and two pence sterling money whereof the aforesaid John Parks on the day and year aforesaid at the County aforesaid had notice. And whereas the aforesaid John Parks afterwards, to wit, on the day and year first aforesaid at the County afd. was indebted unto them the said John Blakes and Morris Birkbeck in one other sum of two Hundred and ninety two Pounds five shillings and two Pence sterling money for the like sum of sterling money by them the said John Blakes and Morris Birkbeck at the special instance and request and to and for the use and behoof of him the said John Parks before that time there laid out expended and paid, and being so thereof indebted the said John Parks then and there in consideration thereof upon himself assumed and to the said John Blakes and Morris Birkbeck then and there faithfully promised that he the said John Parks the last aforesaid sum of sterling money to them the said John Blakes and Morris Birkbeck when afterwards he should be thereunto required would well and truly content and pay. And the said John Blakes and Morris Birkbeck in fact say that the aforesaid several sums of sterling money at the time of making the several and respective promises and assumptions afd. were always since have been and still are respectively of the value

value of four Hundred and eighty seven Pounds one shilling and eleven Pence current money to wit, at the County aforesaid Nevertheless the aforesaid John Parks his several promises and assumptions aforesaid so as aforesaid made not regarding, but minding and fraudulently intending them the said John Blakes and Morris Birkbeck in this behalf craftily and subtilly to deceive and defraud the aforesaid several sums of sterling money or either of them or the value thereof as aforesaid or any Part thereof to them the said John Blakes and Morris Birkbeck or either of them hath rendered or paid, but the same sums of Sterling money or either of them or the value thereof as aforesaid to them or either of them hitherto to render or pay the said John Parks hath altogether refused and still doth refuse to the damage of them the said John Blakes and Morris Birkbeck in the sum of one thousand Pounds current money and therefore they bring suit and so forth — Wbooke for the Plfs. Pledges &c. John Doe and 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.'

At which said second Tuesday of May being the eighth day of the said month in the year of our Lord one thousand seven hundred and ninety Three, and the day of the return of the aforegoing writ comes into the General Court here the said John Blakes and Morris Birkbeck by their attorney aforesaid and the Sheriff of Frederick County aforesaid, to wit, Tobias Butler, Gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the Court here thus endorsed, to wit, 'Expi. nar delt 21st Febry: T. Butler Shff.' — And the said John Parks being called, appears in Court here by Arthur Sharp his attorney, and thereupon, on motion of the said John Blakes and Morris Birkbeck by their attorney aforesaid, it is ruled by the Court here, that the said John Parks give special bail in the plea aforesaid. Whereupon the said John Parks 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.

John Blakes and Morris Birkbeck Versus John Parks — You James Marshall and George Scott do Jointly and severally acknowledge yourselves special bail for the said John Parks at the suit of the said John Blakes