Prince Georges County, to wit, Stephen West late of Prince Georges County merchant was attached to answer unto Samuel Maynard and Rinaldo Johnson in a plea of Trespass upon the case and deceit. And whereupon the said Samuel Maynard and Rinaldo Johnson by John Allen Thomas their attorney complain that the said Stephen West on the fourth day of May one thousand seven hundred and eighty one at Prince Georges County aforesaid in consideration that the said Samuel Maynard and Rinaldo Johnson would purchase a certain Vessel of War for the defence of the River Patuxent upon himself assumed and to the said Samuel and Rinaldo faithfully promised that he the said Stephen would pay to the said plaintiffs when afterwards he should be thereunto required his proportion of the Tobacco laid out and expended by the said Samuel and Rinaldo in the purchase of such Vessell according to the property of the said Stephen, compared with the property of certain other persons who also promised to pay their proportion of the said expence and the said Samuel and Rinaldo in fact say that they giving faith and credit to and relying on the faithfull performance of the promise and assumption aforesaid of the said Stephen in form aforesaid made afterwards, to wit, on the tenth day of May one thousand seven hundred and eighty one at Prince Georges County aforesaid purchased of a certain Dorsey Wheeler and Company and Thomas Worthington a certain Schooner and Vessel of War called the Nautilus for the defence of the river Patuxent for the Consideration of the quantity of three hundred and seventy five thousand pounds Weight of good merchantable Crop Tobacco clear of cask of which purchase the said Stephen afterwards to wit, on the first day of June in the year one thousand seven hundred and eighty one at Prince Georges County aforesaid had notice and the said Samuel and Rinaldo do further in fact say that the proportion of the said Stephen West of the quantity of Tobacco laid out and expended by the said Samuel and Rinaldo in the purchase of the said Vessell amounting to the quantity of pounds of Crop Tobacco, to wit, at Prince Georges County aforesaid whereof the said Stephen afterwards to wit, on the first day of July one thousand seven hundred and eighty one at Prince Georges County aforesaid had notice. And whereas also the said Stephen afterwards to wit, on the tenth day of May one thousand seven hundred and

and eighty one at Prince Georges County aforesaid was indebted to the said Samuel and Rinaldo in one other quantity of Pounds of Crop Tobacco for the like quantity of Crop Tobacco by the said Samuel and Rinaldo to the use of the said Stephen and at his special instance and request before that time laid out expended and paid and being so thereof indebted the said Stephen in consideration thereof afterwards, to wit, the same day and year last aforesaid at Prince Georges County aforesaid upon himself assumed and to the said Samuel and Rinaldo then and there faithfully promised that he the said Stephen would pay to the said Samuel and Rinaldo the aforesaid quantity of Crop Tobacco when afterwards he should be thereunto required. and Whereas the said Samuel and Rinaldo afterwards, to wit, on the tenth day of May in the year one thousand seven hundred and eighty one at Prince Georges County aforesaid at the special instance and request of the said Stephen had laid out and expended and paid divers other large quantitys of Tobacco in and about the business and affairs and for the use of the said Stephen he the said Stephen in consideration thereof afterwards to wit, the same day and year last aforesaid at Prince Georges County aforesaid upon himself assumed and to the said Samuel and Rinaldo then and there faithfully promised that he the said Stephen would pay to the said Samuel and Rinaldo so much Tobacco as they in that account had laid out expended and paid and the said Samuel and Rinaldo in fact say that they in and about the business and affairs of the said Stephen and for his use did lay out expend and pay one other quantity of Pounds of Crop Tobacco, to wit, at Prince Georges County aforesaid whereof the said Stephen afterwards to wit on the same day and year last aforesaid at Prince Georges County aforesaid had Notice. Nevertheless the aforesaid Stephen his several promises and assumptions so as aforesaid made not regarding but minding and fraudulently intending them the said Samuel and Rinaldo in this behalf craftily and subtilly to deceive and defraud the aforesaid several quantitys of Pounds of Crop Tobacco or any part of either of them according to his several promises and assumptions aforesaid to the said Samuel and Rinaldo hath not paid or contented (altho so to do the said Stephen was afterwards to wit, on the first day of January in the year one thousand seven hundred and eighty