Merchants accepted the same; By reason whereof the said Mc Daniel and Company according to the usage and Custom of Merchants became liable to pay to the said Elizabeth Carroll the said One thousand and thirty two dollars in the said bill mentioned And thereupon the said Mc Daniel and Company being so liable in consideration thereof afterwards to wit upon the same day and year first above mentioned at Montgomery County aforesaid took upon themselves and to the said Elizabeth Carroll then and there faithfully promised to pay her the said one thousand and thirty two Dollars in the said Bill mentioned according to the tenor of the said Bill. Nevertheless the said Mc Daniel and Company not all regarding their said promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Elizabeth in this behalf have not yet paid the said one thousand and thirty two Dollars or any part thereof to the said Elizabeth, altho' the said Mc Daniel and Company afterwards to wit on the eighteenth day of May in the year of our Lord aforesaid at Montgomery County aforesaid were requested by the said Elizabeth so to do but they have hitherto refused and still do refuse to pay her the same to the Damage of the said Elizabeth Carroll of one thousand pounds Current Money of Maryland: and thereupon she brings suit and &c. &c.

John T. Mason for Plff. Pledges Vs. John Doe & Richard Roe

1032 $. Ninety days after Sight please to pay Miss Elizabeth Carroll or her order one thousand and thirty two Dollars for Value rec^d. Negotiable at the Bank of Columbia and charge the same as advised by Gent^m.

Your Obed^t Servt

Messrs G. G. Mc Daniel & Co Charles C Jones

Accepted. Mc Daniel & Co Feby. 15th 1797.

State of Maryland, Montgomery County to wit.

Be it Known, that I Samuel Hanson of Saml. Notary Public for the County aforesaid, dwelling in George Town in said County, duly Commissioned and sworn this day went to the house of Mc Daniel & Co the Acceptors of a Draft whereof the above is a true Copy and demanded of the said Mc Daniel & Co payment of the sum of one thousand & thirty two Dollars in the said note specified, and received for answer from the said Mc Daniel & Co that they could

(not)

not pay the same. Wherefore, and at the request of Elizabeth Carroll I do protest against the said Charles C. Jones the Drawer and against the said Mc Daniel & Co the Acceptors of said Draft for the aforesaid sum of one thousand and thirty two Dollars together with all legal interest Damages Costs and Charges which have accrued or may accrue by reason or occasion of the premises.

(seal) In Testimony whereof I have hereunto set my hand and affixed my seal Notarial this Eighteenth day of May Anno Domini 1797.

S Hanson of Saml. Not. Pub.

Whereupon the said Uriah Forrest and George G Mc Daniel by Philip Barton Key their Attorney Voluntarily appear in the said Court here; and saith that they cannot deny the action aforesaid of the said Elizabeth Carroll so as aforesaid against them brought, nor but that they did assume upon themselves in manner and form as the said Elizabeth Carroll above against them hath complained nor likewise but that the said Elizabeth Carroll hath sustained Damage by reason of the non performance of the promise and assumption aforesaid to the said sum of One thousand pounds Current Money as the said Elizabeth Carroll above against them hath also complained. Therefore it is considered by the Court here that the said Elizabeth Carroll recover against the said Uriah Forrest and George G. Mc Daniel as well the said sum one thousand pounds current money the Damages aforesaid in form aforesaid confessed as the quantity of five hundred and twenty six pounds of Tobacco by the Court here adjudged unto her the said Elizabeth Carroll on her assent, for her costs and Charges which she hath sustained about her suit in this behalf laid out and expended, and the said Uriah Forrest and George G Mc Daniel in Mercy and &c. &c.

Memorandum on the twenty sixth day of May in the year of our Lord one thousand seven hundred and ninety eight Judgment was rendered in this cause for the Damages in the Declaration and Costs of suit to be released on payment of one thousand and thirty two Dollars with Interest thereon from the sixteenth day of May in the year of our Lord one thousand seven hundred and ninety seven till paid and costs Stay Execution till the first day of January one thousand seven hundred and ninety nine.

Test. John Gwinn Clk.