and fraudulently intending him the said Benjamin in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of money or any part thereof to him the said Benjamin hath not contented or paid (although so to do the aforesaid Fielder afterwards to wit on the day and year aforesaid, and often afterwards at the county aforesaid by the said Benjamin was requested but the same or any part thereof to content or pay he has altogether refused and still doth refuse to the damage of him the said Benjamin in the sum of ninety pounds current money aforesaid and therefore he brings suit and so forth

John Dorsey
Thos. Buchanan for the plaintiff pledges and so forth Rich.d Roe

copy of the account mentioned in the aforegoing Declaration ensues in the words and figures following to wit

Mr. Fielder Dorsett to Benjamin Lancaster Dr.

1799 August To a horse 200 $ — £75..0..0

Prince Georges county s. Feby. 14th 1798 Then came Benjamin Lancaster before the subscriber one of the Justices of the peace for the county aforesaid and made oath on the Holy Evangels of Almighty God that the above account as it stands stated is just and true and that he hath not directly nor indirectly to his knowledge recd. any part parcel, satisfaction or security for the same

Sworn to before Nicholas Young

And the said Fielder Dorsett by his attorney aforesaid prays further leave of the court here to Imparle until next court and he hath it the same day is given to the plaintiff also

At which said next court to wit the first monday in April being the first day of the same month in the year seventeen hundred and ninety nine come here again into the county court aforesaid the parties aforesaid by their attornies aforesaid, and the said Fielder Dorsett by his attorney aforesaid (as before) defends the force and injury when and so forth and saith that he did not assume upon himself in manner and form as the said Benjamin Lancaster above against him hath complained and of this he puts himself upon the country and the said Benjamin in like manner and so forth

Whereupon this cause standing ready for trial further proof of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attornies aforesaid and by order of the court here thereon is continued until next court. And now at this day to wit the first Monday in

in September being the second day of the same month in the year of our Lord one thousand seven hundred and ninety nine come here again into the county aforesaid, the parties aforesaid by their attornies aforesaid, and the said Fielder Dorsett by his attorney aforesaid relinquishing the averment aforesaid by him pretended saith that he cannot gainsay the action aforesaid of the said Benjamin Lancaster so as aforesaid against him brought nor but that he did assume upon himself in such manner and form as the said Benjamin Lancaster in his Declaration aforesaid against him complains, and the said Fielder Dorsett also saith that he cannot deny but that the said Benjamin Lancaster hath sustained damage by reason of the non performance of the promise and assumption aforesaid besides his costs and charges by him about his suit in this behalf laid out and expended, to the sum of ninety pounds of ninety pounds current money in like manner and form as the said Benjamin Lancaster in his Declaration aforesaid against him complains. And thereupon the said Benjamin Lancaster by his attornies aforesaid prays Judgment and his damages in form aforesaid confessed together with his costs and charges by him about his suit in this behalf laid out and expended to him to be adjudged and so forth.

Therefore it is considered by the Justices here that the said Benjamin Lancaster recover against the said Fielder Dorsett as well the sum of ninety pounds current money his damages aforesaid in form aforesaid confessed as the sum of twenty five cents quantity of four hundred and twenty one pounds of tobacco and sum of five dollars by the Justices of the court here unto him the said Benjamin Lancaster on his assent adjudged for his costs and charges by him about his suit in this behalf laid out and expended and the said Fielder Dorsett in mercy and so forth.

Memorandum Judgment was rendered in this cause on the fourth day of September seventeen hundred and ninety nine for the damages and costs aforesaid, and the plaintiff agrees to release the damages on payment of seventy five pounds current money with Interest from January the first seventeen hundred and ninety eight. Test John Read Magruder f.d

Afterwards to wit on the fifth day of November in the year seventeen hundred and ninety nine the said Fielder Dorsett produced the State of Marylands writ of error directed to the Worshipful Justices of Prince Georges county court closed in

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