of Annapolis on the second tuesday of October next to answer unto Robert Christie of a plea of trespass on the case and so forth Hereof fail not at your peril, and have you then and there this writ. Witness the Honourable Jeremiah Townley Chase Esquire Chief Judge of the said Court the thirteenth day of August in the year of our Lord one thousand seven hundred and ninety nine Issued the second day of September 1799 (A.S.) Gno. Gwinn clk

And the aforesaid Robert Christie by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in court here the following Declaration a copy whereof was made and sent with the said writ, to the Sheriff of the county aforesaid to wit. State of Maryland, Western Shore, General Court Prince Georges County to wit: Benjamin Harwood Senior late of the county aforesaid Gentleman was attached to answer unto Robert Christie of a plea of trespass on the case and so forth. And whereupon the said Robert by Arthur Shaaff his attorney complains for that whereas the said Benjamin on the first day of January in the year of our Lord one thousand seven hundred and ninety at the county aforesaid, was indebted unto the said Robert in the sum of one thousand pounds current money, for so much like money by the said Benjamin before that time had and received to and for the use of the said Robert, and so being indebted the said Benjamin in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and promised to the said Robert to pay him the aforesaid sum of money when he should be thereto afterwards required. And whereas the said Benjamin afterwards to wit on the same day and year aforesaid at the county aforesaid, was indebted unto the said Robert in another sum of one thousand pounds like money for so much like money by the said Robert before that time laid out and expended, to and for the use of the said Benjamin and at his special Instance and request: and being so indebted the said Benjamin in consideration thereof afterwards to wit on the same day and year aforesaid at the county aforesaid, undertook and promised to the said Robert to pay him the last aforesaid sum of money when he should be afterwards thereto required. And whereas afterwards to wit, on the same day and year aforesaid at the county aforesaid, in consideration that the said Robert at the the instance and request of him the said Benjamin had before that time sold and delivered to the said Benjamin sundry

goods wares and merchandizes the said Benjamin undertook and promised to the said Robert to pay him so much money as he therefore reasonably deserved to have when he the said Benjamin should be thereto afterwards requested. And the said Robert in fact avers that he therefore reasonably deserved to have of the said Benjamin another sum of one thousand pounds like money whereof the said Benjamin afterwards to wit on the same day and year aforesaid at the county aforesaid had notice. And whereas the said Benjamin afterwards to wit on the same day and year aforesaid, at the county aforesaid was indebted unto the said Robert in another sum of one thousand pounds like money for the work and labour care and diligence of the said Robert by the said Robert before that time done performed and bestowed in and about the business of the said Benjamin at his special instance and request, the said Benjamin in consideration thereof afterwards to wit on the same day and year aforesaid at the county aforesaid, undertook and promised the said Robert to pay him the last aforesaid sum of money when afterwards he should be thereto required. And whereas the said Benjamin afterwards to wit on the same day and year aforesaid at the county aforesaid accounted together with the said Robert of and concerning divers other sums of money before that time due from the said Benjamin to the said Robert and then being in arrear and unpaid: and upon that account, the said Benjamin was then and there found in arrear and indebted to the said Robert in a large sum of money to wit, in the further sum of one thousand pounds like money and so being found in arrear and indebted to the said Robert the said Benjamin in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid, undertook and promised to the said Robert to pay him the said last mentioned sum of money, when he should be thereunto afterwards required. Yet the said Benjamin not regarding his said several promises and undertakings so by him made in this behalf as aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Robert in this respect has not yet paid the said several sums of money or any part thereof to the said Robert (although so to do the said Benjamin was requested by the said Robert on the same day and year aforesaid, and often afterwards at the said county but he to do this has hitherto refused, and still refuses, wherefore the said Robert says he is injured and has sustained damage

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