by Gustavus Scott his attorney complains that the aforesaid William Gillis and Peter Waters, on the twenty fourth day of February in the year fourteen hundred seventy and four at the County aforesaid did draw their certain note in writing called a promissory note, bearing date the same day and year with their proper names and hands thereto subscribed by the names of Gillis & Waters in company and that note to the aforesaid Caleb Jones then and there did deliver and by the same note did promise to pay unto the said Caleb Jones, his heirs or assigns, the sum of four hundred seventy and five pounds eight shillings and six pence sterling money of Great Britain by the last day of October next ensuing the date of the same note, that is to say on the thirty first day of October in the year fourteen hundred seventy and four in Cash or bills of Exchange not exceeding sixty days sight, And by reason thereof as also by force of the Statute in such Case made and provided, the same William Gillis and Peter Waters were and became liable and chargeable to pay unto the aforesaid Caleb Jones the aforesaid sum of four hundred seventy and five pounds eight shillings and six pence sterling money of Great Britain, and so thereof being liable and chargeable, the aforesaid William Gillis and Peter Waters, in Consideration thereof to wit, on the same day and year first aforesaid, at the County aforesaid, assumed upon themselves and promised the said Caleb Jones to pay him the same Caleb Jones the aforesaid sum of money according to the Tenor and effect of the same note, and the same Caleb Jones in fact saith and doth aver that the aforesaid sum of four hundred seventy and five pounds eight shillings and six pence sterling money of Great Britain on the day and year last aforesaid, at the County aforesaid was and ever since hath been of the Value of seven hundred and ninety two pounds seven shillings and six pence current money of Maryland, of which the the same William Gillis and Peter Waters then and there had Notice, Nevertheless, the aforesaid William Gillis and Peter Waters their promise and assumption aforesaid in form aforesaid made not regarding but minding the same Caleb Jones in this part to defraud the aforesaid sum of money or any part thereof unto the same Caleb Jones yet have not paid, nor hath either of them paid the same (although so to do the aforesaid William Gillis and Peter Waters, on the first day of February in the year fourteen hundred and Eighty six, and often since that time at the County aforesaid were required) but the same sum of money to him the same Caleb Jones to pay altogether hitherto have refused and still do refuse to the damage

of the said Caleb Jones fifteen hundred pounds current money of Maryland and thereupon he brings suit &c.

Gustavus Scott for the plff } pledges &c } John Doe
Richard Roe.

The note whereof mention is made in the Declaration aforesaid mentioned is in the following words and figures to wit, Somerset February 28th 1774. Received this day of Caleb Jones Sundry Goods and Merchandise to the amount of four hundred seventy and five pounds Eight shillings and six pence sterling which we promise to pay the said Caleb Jones his heirs or assigns the above sum by the last day of October next in Cash or Bills of exchange not exceeding sixty days sight the Bills to be payable in London if we can conveniently get them as witness our hands the date above,

Gillis & Waters.

Testis Thomas Jones, Thomas King.

N.B. its agreed that if there should be any mistakes in mentioning the Goods or in extending them they are to be rectified as witness our hands

Testis Thomas Jones, Thomas King, Gillis & Waters.

And the said Caleb Jones by his said attorney prayed that the said Gillis & Waters might be held under a rule of the said Court to plead to the Declaration aforesaid within the said Caleb Jones or else before the second Tuesday in September then next following, or that judgment thereof against them might be entered and it was granted unto them the same day was given to the said Caleb Jones &c. At which said second Tuesday in September to wit, in the year fourteen hundred and eighty seven came here again the parties aforesaid by their attorneys aforesaid and the said Gillis & Waters by their attorney aforesaid offered their plea in answer to the Declaration aforesaid which here follows in the following words to wit,

And the aforesaid William and Peter by William Hayward their attorney come and defend the force and injury when and wherefore and say they did not assume upon themselves in such manner and form as the aforesaid Caleb above against them hath complained and of this they put themselves upon the Country & so forth, Liberty payment &c. W. Hayward for Defts

And the said Caleb Jones in like manner &c. Gust. Scott for Plff.

And the said Gillis & Waters by their attorney aforesaid offered in Court here the following accounts which here follows in the following words & figures to wit, Dr. Caleb Jones. In acct. with. Peter Waters

1771			
May 28.	To 1 Hogsh. Lock 8 ℔. 17d. Balandine thread 18/		1.. 3.. 6
31.	To 2 ℔. Scotch thread @ 90 Hicks machine silk		3.. 5.. 0
	To mens ditto 12/ 1 ℔ of button molds 8		0.. 12.. 6
	1 Horse Brush		0.. 4.. 0
July 13.	To 10 Hogsheads Tobacco 10 C. 1055 ℔	@ 20/	105.. 11.. 10½