which the said Andrew by his Attorney (ad) prays leave of the Court to imparle
until the next Court and he hath it, the same day is given to the said
Pond & Buchanan then &c. At which said next Court to wit the
second Tuesday of April Anno Dominii 1796 comes again into Court
the parties by their Attorneys (ad) and the said Andrew by his Attorney
(ad) prays further leave of the Court to imparle until the next Court and
he hath it, the same day is given to the said Pond & Buchanan then
&c. At which said next Court to wit the second Tuesday of September
Anno Dominii 1796 comes again into Court the parties by their Attorneys (ad) and
the said Andrew by his Attorney prays further leave of the Court to imparle
until the next Court and he hath it, the same day is given to the
said Pond & Buchanan then &c. At which said next Court to wit
the second Tuesday of April Anno Dominii 1797 comes again into
Court here the parties by their Attorneys (ad) and the said Andrew by his
Attorney declares in the plea (ad) as follows to wit. Eastern Shore
General Court Talbot County to wit. William Hodskins Pond and
William Buchanan late of Talbot County Gentlemen were attached
to answer Andrew Buchanan of a plea of the trespass on the Case
&c. And whereupon the said Andrew Buchanan by Philip
B. Key his Attorney sayth that whereas the (D) William & William on
the first day of January Seventeen hundred and ninety five at the County
(ad) were indebted to the said Andrew in the sum of five hundred pounds
current Money for the like sum of Current Money by them the said
William & William before that time had and received to the use of the
said Andrew and being thereupon indebted assumed & promised the day
and year (ad) at the County (ad) in form aforesaid for themselves Apart and to the said Andrew promised that they would
well and truly pay to him the (D) sum of Current Money whenever
thereunto they should be thereunto required &c. Nevertheless the (ad) Wil
liam & William their promise and Assumption so as (ad) made
not regarding but minding and intending him, the said Andrew
in this behalf to deceive and defraud the (D) sum of Money have
not Contented or paid, nor hath either of them the the so to do they
were requested to wit the day and year (ad) at the County (ad) and
often Afterwards, but the same or any part thereof to Contend or pay
have altogether refused and still do refuse. Whereforeby he the said

and hath Damage to the value of one thousand pounds current Mo
ney and therefore he brings suit &c. John Roe
Richard Roe
Plaintiffs Atty
Mr. Pond & Buchanan To Andrew Buchanan Dr.
1793 July 18th To Sundry goods Got first and 15th of October 1792
Charged to Mr. William & Pond &c but this day brought
to the Debit of this Account at their request payable in 6th
Months after Delivery £154. 6. 4
To Interest on £94. 5. 9 from 1st April 1793 & on £257. 0. 7 from 15th
April 1793 July the 18th 1793 this Account was settled this day and
the above Account we acknowledge to be due Mr. Andrew Buchanan
Wm. S. Pond for self July 8th 1795
Pond & Buchanan To Andrew Buchanan .....
1793 July the 8th To your Assumption for sundries of
Wm. S. Pond & Co's Account with me, this Balance
Acknowledged by Wm. S. Pond July 11. 1793 ..... £154. 6. 4
Baltimore Cross Excepted by Co. July 1797 Andr. Buchanan
Baltimore County S. The came before me the Subscribed one
of the Justices for the County (ad) Andrew Buchanan & made Oath
on the holy Evangels of Almighty God that the above Account is
just and true and that neither he or any person for or under him
thereby from directly nor indirectly hath received any part or par
cel thereof or any security or satisfaction for the same demands
before this 31 July 1797 Geo Buchanan
And the said Pond & Buchanan by their Attorney says that
they cannot gainsay the Action of the said Andrew so as (ad)
against them brought, nor but that the said Andrew hath
sustained Damage to the sum of One thousand pounds current
Money by Occasion of the non performance of the promises and as
sumptions (ad) in manner & form as the said Andrew hath declared
Wherefore it is considered by the Court here that the said Andrew
recover against them the said Pond and Buchanan the (D)
sum of One thousand pounds current Money his Damages (ad)
in form (ad) Confessed as also the Costs of suit by him expended and for
pounds of Tobacco by the Court of him unto the said Andrew adjudged
Agreed Adjudged for his Costs and Charges by him about his said suit