day was given to the said Henry Pratt, there &c. At which said second Tuesday in September, towit, in the year aforesd, came again the said Parties by their Attorneys aforesd; and the said Emory Sudler & Wife by their Attorney aforesd, filed in Court here their Declaration in this Cause, which answer as follows —

The Eastern Shore of Maryland, Queen Anne's County, towit. } Henry Pratt, late of Queen Anne's County, Gentleman, was attached to answer unto Emory Sudler, Junior, and Elizabeth his Wife, Executrix of the last Will and Testament of William Wright, late of Queen Anne's County, deceased, of a plea of Trespass upon the Case and soforth — And whereupon the same Emory and Elizabeth, his Wife, by Nicholas Hammond, their Attorney, complain that whereas the said Henry on the tenth day of May, in the year Seventeen hundred and eighty four at the County aforesd, was indebted to the said William in his life time in the Quantity of Two thousand, two hundred and sixty seven pounds of Tobacco for the like Quantity of Tobacco there before that time lent by the said William in his life time to the said Henry at his special Instance and Request: (and so therein being indebted, the said Henry in consideration thereof, afterwards, towit, the day and year aforesd at the County aforesd, assumed upon himself and then & there faithfully promised the said William to pay to him the said William the Quantity of Tobacco aforesd, when he the said Henry should be thereto afterwards required (And whereas also afterwards, towit, the day and year aforesd at the County aforesd, the said Henry was indebted to the said William in his life time in the Sum of Seventy three pounds, six shillings & fourpence, current money, for divers Goods Wares & Merchandizes there before that time sold and delivered by the said William in his life time, to the said Henry at his like Special Instance and request: and so therein being indebted, the said Henry in consideration

thereof, afterwards, towit, the day and year aforesd, at the County aforesd, assumed upon himself and then and there faithfully promised the said William to pay him the said William the Sum of money aforesd, when he the said Henry should be thereto afterwards required: And whereas also afterwards, towit, the day and year aforesd at the County aforesd, the said Henry was indebted to the said William in his life time in one other Quantity of fourteen thousand and sixty two pounds of Tobacco, for the like Quantity of Tobacco there before that time had and received by the said Henry to and for the use of the William: and so therein being indebted, the said Henry in consideration thereof, afterwards, towit, the day and year aforesd at the County aforesd assumed upon himself & then & there faithfully promised the said William to pay him the said William the said last mentioned Quantity of Tobacco, when he the said Henry should be thereto afterwards required; And whereas also afterwards, towit, the day and year aforesd, at the County aforesd, the said Henry was indebted to the said William in his life time in one other Sum of twenty seven pounds seventeen shillings and fourpence, current money, for the like Sum of current money there before that time paid away, laid out & expended and advanced by the said William in his life time for & on account of the said Henry, and at his like special Instance and request; (and so therein being indebted, the said Henry in consideration thereof, afterwards, towit, the day and year aforesd at the County aforesd assumed upon himself and then and there faithfully promised the said William to pay him the said William the said last mentioned Sum of money when he the said Henry should be thereto afterwards required: And whereas also afterwards, towit, the day and year aforesd at the County aforesd, the said William in his life time, had there before that time sold and delivered divers other Goods Wares and Merchandizes to the said Henry at his like special Instance & request; the said Henry in consideration thereof afterwards, towit, the day and year aforesd at the County aforesd, assumed upon himself and then & there faithfully promised the said William to pay