And thereupon day was given as well to the Said Francis & George as to the Said John & George by the Court here until the Second Tuesday of April then next following: At which Said Second Tuesday of April Seventeen hundred and ninety five here came again as well the Said Francis Ridsdale and George Beaumont as the Said George Johnston by their Attorneys afs, and it was Said by the Said Plaintiffs that the Said John Johnston was Dead, and died since the last Continuance of the Action; and the Said Plaintiffs by their Attorney afs affixed their Declaration as follows, to wit, The Eastern Shore of Maryland, Somerset County, to wit, John Johnston and George Johnston late of Somerset County Merchants were attached to answer unto Francis Ridsdale and George Beaumont of a plea of a Trespass on the Case and so forth. And whereupon the Said Ridsdale and Beaumont by Nicholas Hammond their Attorney complain that Whereas the Said John and George Johnston on the twenty fourth day of July in the Year Seventeen hundred and ninety, at Somerset County afs, were indebted to the Said Ridsdale and Beaumont, by the name and Style of Ridsdale & Beaumont in the Sum of four hundred and Seventy four pounds one Shilling and ten pence Sterling Money of Great Britain, for divers Goods, Wares, and Merchandizes there before that time Sold and delivered by the Said Ridsdale and Beaumont to the Said John & George Johnston at their Special Instance and request; and so therein being indebted, the Said John & George Johnston in Consideration thereof afterwards, to wit, the day and year afs at Somerset County afs, assumed upon themselves and then and there faithfully promised the Said Ridsdale and Beaumont, to pay them the Said Ridsdale and Beaumont, the Sum of Sterling Money afs when they the Said John & George Johnston should be thereto afterwards required: And Whereas also afterwards, to wit, the day and year afs, at the County afs the Said Ridsdale & Beaumont had there before that time Sold and delivered divers other Goods, Wares and Merchandizes to the Said John & George Johnston at their like Special instance and request, the Said John & George Johnston in Consideration thereof afterwards, to wit, the day and year afs at the County afs assumed upon themselves and then and there faithfully promised the Said Ridsdale and Beaumont to pay them the Said Ridsdale & Beaumont as much Sterling Money of Great Britain for the said last mentioned Goods Wares and Merchandizes as the Said Goods wares and Merchandizes at the time of the Sale and delivery thereof were reasonably worth, when they the Said John & George Johnston should be thereto afterwards required: and the Said Ridsdale and Beaumont in fact say that the Said last mentioned Goods Wares and Merchandizes at the time of the Sale and delivery thereof were reasonably worth one other Sum of Four hundred and Seventy four pounds one Shilling and ten pence Sterling Money of Great Britain, to wit, at Somerset County afs, whereof the

said John & George Johnston then and there had notice, And the Said Ridsdale and Beaumont do aver that the respective Sums of Money afs, were at the times of the Several promises and Assumptions afs and ever Since have been and yet are of the value of Seven hundred and ninety pounds three Shillings and a half penny, current Money of Maryland, respectively, to wit at Somerset County afs; Nevertheless the Said John & George Johnston their Several promises and Assumptions afs in form afs made, not in the least regarding, but intending the said Beaumont & Ridsdale in this behalf to deceive and defraud, the Several Sums of Sterling Money afs, or any part thereof, or the value thereof, to the said Ridsdale and Beaumont or to either of them yet have not nor hath either of them paid {Altho to pay the Same the said John & George Johnston afterwards, to wit, the tenth day of May in the year Seventeen hundred and ninety four & often Since at the County afs by the said Ridsdale & Beaumont were required} but the Same to them to pay the Said John & George Johnston have hitherto altogether refused, and still do refuse, to the Damage of the said Ridsdale & Beaumont in the Sum of One thousand pounds Current Money: And thereupon they bring this Suit &c. John Doe & Richd Roe Pledges &c. Nos. Hammond p. Pltffs.

And the Said George Johnston by his Attorney afs, defends the force and injury when &c And prayed the liberty of Imparling therein until the Second Tuesday of September Seventeen hundred and ninety five and it was granted unto him the Same day was given to the Said Plaintiffs there &c - At which Said Second Tuesday of September in the year last mentioned came the Said Parties by their Attorneys, and the Said Defendant by his Said Attorney prayed the further liberty of imparling therein until the Second Tuesday of April then next following and it was granted unto him, the same day was given to the Said Plaintiffs there &c. And now here at this day to wit, the Second Tuesday of April Seventeen hundred and ninety Six came again into Court the Parties afs by their Attorneys afs and the afs George Johnston by his Said Attorney Saith that he cannot gainsay the Action afs of them the Said Ridsdale and Beaumont, nor can he deny that he owes unto them the afs Sum of four hundred and Seventy four pounds one Shilling and ten pence Sterling Money of Great Britain afs of the value of Seven hundred and ninety pounds three Shillings and a half penny Current Money of Maryland afs, in manner and form as they above against him complained. Therefore it is considered by the Court here that the afs Francis Ridsdale & George Beaumont do recover against the Said George Johnston the afs Sum of Sterling Money of the value afs of current Money in form afs acknowledged, as also the quantity of Seven hundred and twelve pounds of Tobacco for their Costs and Charges by them about their Suit in that behalf expended, unto the Same Francis Ridsdale & George Beaumont by the Court here with their Assent adjudged &c