James Somerville, William Duguid and Charles Davidson use of John Williams
against
Ann Wright Admr. D.B.N. of Edward

Be it remembered that on the seventeenth day of March in the year of our Lord one thousand seven hundred and ninety five Command was given to the Sheriff of Dorchester County to take Edward Wright late of Dorchester County, and State of Maryland, Merchant, if he should be found in his Bailiwick, and him safe keep, so that he might have his body before the Judges of our General Court, to be held at Easton, in Talbot County, on the second Tuesday of April then next to answer unto James Somerville, William Duguid and Charles Davidson of a plea that he render unto them the sum of three hundred and eighty pounds Current money of Maryland which to them he owes, and from them he unjustly detains &c — And that thereof he the said Sheriff should not fail at his peril, and should have then and there that Writ &c — At which said second Tuesday of April in the year of our Lord one thousand seven hundred and ninety five (being the day for the return of the aforegoing Writ) came into Court the said James Somerville, William Duguid, and Charles Davidson by Nicholas Hammond Esquire their Attorney, and the Sheriff of the County aforesaid to whom the same Writ was in form aforesaid directed, likewise came, and made return thereof to our said Court thus endorsed, to wit, "Cepi Jno Littell Shff" — And the said Edward Wright being called, appeared in Court by Isaiah Bayly Esquire his Attorney; And thereupon, on motion of the said James Somerville, William Duguid and Charles Davidson by their Attorney aforesaid it was ruled by the Court that the said Edward Wright give special bail in the plea aforesaid — Whereupon a certain Solomon Frazier of Dorcester County, came into Court in his own proper person, and with the consent of the said James Somerville William Duguid and Charles Davidson by their Attorney aforesaid, became pledge and bail for the said Edward Wright that if it should happen that the said Edward Wright should be convicted, at the suit of the said James Somerville William Duguid and Charles Davidson in the plea aforesaid, then the said Solomon Frazier consented that as well the Debt aforesaid, as all such Damages, Costs and Charges, as should be adjudged unto the said James Somerville, William Duguid and Charles Davidson in this behalf, should be made of his body Lands and Chattels, and levied to the use of the said James Somerville, William Duguid and Charles Davidson, if it should happen that the said Edward Wright should not pay the said Debt, Damages, Costs and Charges, or render himself to the prison and Custody of the Sheriff of the County aforesaid on that occasion.

And the said Edward Wright by his Attorney aforesaid, defended the wrong and injury when &c. and prayed leave of the Court to imparle unto the next Term, and he had it; The same day was given to the said Somerville, Duguid and Davidson, then, &c —

At which said next Term, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety five, came again into Court the parties aforesaid by their Attornies aforesaid, and the said Somerville, Duguid and Davidson by their Attorney aforesaid, declared against the said Edward Wright in the plea aforesaid, in manner and form following, to wit — The Eastern Shore, Dorcester County, to wit, Edward Wright late of Dorchester County and State of Maryland, Merchant, was summoned to answer unto James Somerville, William Duguid and Charles Davidson of a plea that he render unto them, the sum of three hundred and eighty pounds Current money of Maryland which to them he owes and from them unjustly detains &c — And whereupon the same James, William and Charles by Nicholas Hammond their Attorney, say, that whereas the said Edward Wright on the tenth day of December in the year seventeen hundred and ninety four, at Fishing Creek, at the County aforesaid, by his certain writing Obligatory, which, Sealed with the Seal of the said Edward Wright, the said James, William and Charles here into Court bring, the date whereof is the same day and year aforesaid, acknowledged himself, to be held and firmly bound unto the said James, William and Charles, by the name and style of Somerville, Duguid and Company, in the aforesaid sum of three hundred and eighty pounds Current money, to be paid to the said James, William and Charles, or their Assigns, when he the said Edward Wright should be thereto afterwards required: To the payment whereof, the said Edward Wright did bind himself firmly by the said writing — Nevertheless, the said Edward Wright (although often required) the sum of money aforesaid or any part thereof, to the said James, William and Charles, or to either of them, yet hath not paid, but the same to them to pay hath hitherto altogether refused, and still doth refuse, to the Damage of the said James, William and Charles in the sum of five hundred pounds Current money: And thereupon they bring this suit &c. N. Hammond pltffs Jno Doe & Richard Roe, Pledges, &c —

The writing Obligatory in the Declaration aforesaid mentioned arises as follows, to wit. Know all men by these presents that I Edward Wright of Dorchester County and State of Maryland, am held and firmly bound unto Somerville, Duguid & Company, of Baltimore, same State, Merchants, in the full and just sum of three hundred & eighty pounds Specie, Current money of the State of Maryland, to be paid to the said Somervell, Duguid and Co. their certain Attorney, Executors, Administr. or Assigns: To which payment well and truly to be made and done I bind myself my Heirs, Executors and Administrators, firmly each of them, firmly by these presents — Sealed with