his non proper person, and, with Assent of the said Harvey and Dawes by their Attorney aforesaid became pledge and bail for the said Alexander Douglass, that if it should happen that the said Alexander Douglass should be convicted at the suit of the said Harvey and Dawes in the plea aforesaid, then the said Alexander Smith consented that all such Damages, Costs and Charges as should be adjudged unto the said Harvey and Dawes in this behalf should be made of his Body, Lands and Chattels, and to the use of the said Harvey and Dawes levied, if it should happen that the said Alexander Douglass the said Damages, Costs and Charges unto the said Harvey and Dawes should not pay, or his body to the prison and Custody of the Sheriff of the County aforesaid on that occasion should not render.— And the said Alexander Douglass by his Attorney aforesaid defended the wrong and injury, when, &c. and prayed leave of the Court to imparle until the next Term, and he had it; The same day was given to the said Harvey and Dawes, 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 eight, came again into Court the parties aforesaid by their Attornies aforesaid; And the said Harvey and Dawes by their Attorney aforesaid Declared against the said Alexander Douglass in the plea aforesaid, in manner and form following, to wit.— The Eastern Shore of Maryland. Dorchester County, to wit; Alexander Douglass late of Dorchester County, Merchant, was attached to answer unto Jonathan Harvey, Abijah Dawes and Rumford Dawes of a plea of Trespass upon the case &c. And whereupon the same Jonathan Harvey, Rumford Dawes and Abijah Dawes by Nicholas Hammond their Attorney, complain, that whereas the said Alexander Douglass on the twenty first day of October in the year seventeen hundred and ninety, at the County aforesaid, was indebted to the said Jonathan Harvey, Rumford Dawes & Abijah Dawes, trading under the Style and firm of Jonathan Harvey and Company, in the sum of four hundred and thirty one pounds, eight shillings & three pence three farthings, for divers Goods, Wares, and Merchandizes, there before that time sold and delivered, by the said Jonathan Harvey, Rumford Dawes & Abijah Dawes to the said Alexander Douglass, at his special instance and request; And so therein being indebted, the said Alexander Douglass afterwards, to wit, the same day & year aforesaid at the County aforesaid, Assumed upon himself, and then and there faithfully promised the said Jonathan Harvey, Rumford Dawes and Abijah Dawes to pay them the said Jonathan Harvey, Rumford Dawes and Abijah Dawes, the sum of money aforesaid, when he the said Alexander Douglass should be thereto afterwards required; And whereas also, the said Jonathan Harvey, Rumford Dawes & Abijah Dawes, trading under the Style and firm of Jonathan Harvey and Company, afterwards, to wit, the day and year aforesaid, at the County aforesaid, had sold & delivered to the said Alexander Douglass divers other Goods, Wares and Merchandizes, at his like special instance & request, the said Alexander Douglass in consideration thereof, then and there Assumed upon himself, and faithfully promised the said Jonathan



Harvey, Rumford Dawes, and Abijah Dawes, to pay them, the said Jonathan Harvey, Rumford Dawes, and Abijah Dawes as much Current money for the Goods, Wares, and Merchandizes last mentioned, as the same, at the time of the sale and delivery thereof were reasonably worth, when he the said Alexander Douglass should be thereto afterwards required. And the said Jonathan Harvey, Rumford Dawes and Abijah Dawes in fact say, that the Goods, Wares and Merchandizes last mentioned, at the time of the Sale and delivery thereof were reasonably worth one other sum of four hundred and thirty one pounds eight shillings and three pence three farthings Current money, to wit, at the County aforesaid; whereof the said Alexander Douglass then and there had notice.— Nevertheless the said Alexander Douglass his several promises and Assumptions afs. in form afs. made, not in the least regarding, but intending the said Jonathan Harvey, Rumford Dawes and Abijah Dawes in this behalf to deceive and defraud, the several sums of money aforesaid, or any part thereof, to the said Jonathan Harvey, Rumford Dawes and Abijah Dawes, or to one, or more of them yet hath not paid (altho' to pay the same, the said Alexander Douglass afterwards, to wit, the first day of December in the year afs. and often since, at the County afs. by the said Jonathan Harvey, Rumford Dawes and Abijah Dawes was required) but the same to them to pay hath hitherto altogether refused, and still doth refuse, to the Damage of the said Jonathan Harvey, Rumford Dawes, and Abijah Dawes in the sum of five hundred pounds Current money; And thereupon they bring their suit &c.—

Mr. Hammond ats. John Roe & Richard Roe, pledges &c.—

The account whereof mention is made in the Declaration aforesaid, ensues as follows, to wit.—

Dr. Alexander Douglass in Account with Jonathan Harvey & Co.

| | | | £ | s. | d. |
|---|---|---|---|---|---|
| 1790 October | 21. | To Sundry Merchandize ps. Bill rendered | 431. | 8 | 3¾ |
| 1792 Sept. | 4. | To Cash ps. postage of Letter enclosing Draft on Stewart & Barr | — | 1 | 10½ |
| | | To Balance of Interest account | 31. | 12 | 0 |
| | | | 463 | 2 | 2½ |
| £431.8.3¾ | | Dr. Alexander Douglass in Interest Account | | | |
| | | To Interest after 6 mo. from 21st April 91. to 21st December 92 is 1 yr. 8 mo. @ 6 ps. Cent | 43 | 2 | 11. |
| | | Philadelphia 21 December 1792. E.E. | | | |
| 1792 Dec. | 21. | To Balance of Account rendered of this date | 237. | 8 | 5¾ |
| | | To Balance Interest account | 12 | 1. | 2. |
| | | | 249 | 9 | 7½ |
| 1792 Dec. | 21. | To Interest from 21st December 1792. to 21st February 1794 | | | |
| £405.16.5. | | is 1 year & 2 Months at 6 ps. Cent | 14. | 8. | 2. |
| | | Philadelphia 21st February 1794 E.E. | 14 | 8 | 2 |
| 1794 February | 21. | To Balance due ps. this date as ps. Acct. Current rendered — Interest to 8. Sept. 1795. mo. 18 — day 18. amount £16.14.5 | 174 | 9. | 7½ |
| | | To Balance of Interest Account | 14 | 12 | 11 |
| | | Philadelphia 8. Sept. 1795. E.E. | 189 | 3 | 6½ |
| 1795 Sep. 8th | — | To Balance of Account rendered | 129 | 14. | 8½ |
| | | Balance Interest Acct. | 8 | 11 | 5. |
| | | | 147 | 16. | 1¾ |