Nine pounds Eighteen shillings and Nine pence lawful money of Maryland for divers Works labor and services by the said Phillip for the said John at his special instance and request there before that time done and performed and so thereof indebted the said John in consideration thereof afterwards to wit on the Day and year aforesaid at the County afs. upon himself afsumed and to the said Phillip then and there faithfully promised that he the said John the sum of money afs. to the said Phillip when he should be thereto afterwards required would well and truly content and pay and whereas also afterwards to wit on the fifteenth Day of December in the year of our Lord seventeen hundred and eighty seven at the County afs. the said John was indebted to the said Phillip in another sum of four hundred and fifty pounds five shillings and seven pence lawful money of Maryland for the same sum of money by him the said John for the use of the said Phillip then before that time had and received and so thereof being indebted the said John in consideration thereof afterwards to wit on the Day and Year afs. last mentioned at the County afs. upon himself afsumed and to the said Phillip then and there faithfully promised that he the said John the sum of Money last aforesaid to the said Phillip when he should be thereto afterwards required would well and truly content and pay. And whereas also on the first Day of March in the Year of our Lord seventeen hundred and Eighty one and for a long time before and after the said John was sheriff and Collector of the taxes of the County afs. and so being sheriff and Collector as afs. a certain conversation was had and moved on the Day and year last afs. at the County afs. between him the said John and said Phillip of and concerning the said Phillip serving the said John as a Deputy sheriff and Collector in which said conversation it was then and there agreed between the said John and the said Phillip in manner and form following that is to say that the said Phillip should serve the said John as a Deputy Sheriff and Collector and should do the business of Sheriff and Collector in that District of the said County called and known the name of the middle District or Middle parish and that the said John should pay to the said Phillip for his services afs. one half of the fees which should become due to and received by the said as Sheriff and Collector of the said County for services performed by him in virtue of his offices of sheriff and Collector aforesaid within the afs. District during the time that the said Phillip should serve him as afs. and thereupon the said John in consideration thereof and that he the said Phillip at the special instance and Deguest of the said upon himself afsumed and to the said John there and there faithfully

promised to perform all and singular the things in the Agreement afs. on his part mentioned to be done and performed; upon himself afsumed and to the said Phillip then and there faithfully promised that he the said John would well and faithfully perform the said Agreement in all things therein mentioned on the part of the said John to be done and performed and the said Phillip in fact saith that he did well and faithfully serve the said John as a Deputy Sheriff and Collector in the County afs. and did the business of the sheriff and Collector in the District aforesaid from the afs. time of Making the said Agreement for the space of nine Months thereon next following according to the terms of the said Agreement by him to be performed during which time divers sums of Money became due and were Received by the said John as fees for services performed in the District afs. by virtue of his office of Sheriff of the said County during the time the said Phillip served him as aforesaid in the whole to the sum of two thousand pound lawful Money of Maryland — Nevertheless the said John his promised Afsumptions in form afs. made not regarding but contriving and fraudulently intending the said Phillip in this behalf to deceive and defraud the afs. several sums of Money in his first and second promises above mentioned or Either of them to the said Phillip hath not paid nor hath he paid one half of the said money which became due and was received by the said John for services performed within the District afs. by virtue of his office as sheriff afs. dewing the time that the said Phillip served the said John as Deputy Sheriff Collector afs. altho the same to do the said John was by the said Phillip on the first day of January in the year of our Lord seventeen hundred and Eighty Eight and often afterwards at the County aforesaid required but the same to him to pay he hath Withuto altogether refused and still doth refuse to the damage of the said Phillip one thousand pounds current Money of Maryland and thereupon he brings Suit &c. William Tilghman ..... pledges &c. John Doe and Richard Roe

And the afsaid John by his Attorney afs. further Defended the force and injury when and wforth and prayed further liberty of imparling thereof here to the Action afs. until the Monday before the third Tuesday of June next and he had it the same Day was given the afs. Phillip here and wforth. At which same Monday before the third Tuesday of June seventeen hundred and Ninety came again the afs. parties by their Attorney afs. and the afs. John by his Attorney further defended the force and Injury when and wforth and prayed further liberty of imparling thereof here to the Action afs. until the Monday before the third Tuesday of October next and he had it the same Day was given the afs. Phillip here and wforth At which same Monday before the third