

And Whereupon the Same Thom: by Levin Gale his Attorney Complains Wherefore  
 whereas the aforesaid William the tenth Day of May Ann<sup>d</sup> Dom<sup>o</sup>: one thousand seven  
 hundred and thirty at Somerset County within the Jurisdiction of this Court made  
 his Certain note in Writing called a promissary note with his proper hand subscribed  
 bearing date the Same day and year afo<sup>r</sup> and the Same note to the Same Thom:  
 then and there delivered by which Certain note to the Same William promised to  
 pay the Same Thom: the Sum of Six pounds Current Money of Virg: of the Value  
 of Six pounds twelve Shillings Current Money of Maryland and there of being  
 Chargable, also by Vertue of the Statute in Such Case Specially made and provided  
 the Same W<sup>m</sup> became Chargable to pay the Same Thom: the Same Sum of Six  
 Pounds Current <sup>money</sup> of Virg: According to the tenour of the Note afo<sup>r</sup> and so there of being  
 Chargable the aforesaid William in Consideration thereof afterwards to wit  
 the Same day and Year aforesaid at Somerset County afo<sup>r</sup> within the Jurisdiction  
 afo<sup>r</sup> upon himself assumed and to the Same Thomas then and there faithfully  
 Promised to pay to him the afo<sup>r</sup> Thomas the afo<sup>r</sup> Sum of Six pounds Current  
 Money of Virg: According to the tenor of the Same note Nevertheless the aforesaid  
 W<sup>m</sup> his Promise and Assumption afo<sup>r</sup> not Regarding but Deceiving and  
 fraudulently Intending the Same Thom: in that part Craftily and Subtly  
 to Deceive and Defraud the aforesaid Six pounds Cur<sup>r</sup> Money of Virginia or any  
 Part thereof the Same Thomas hath not paid altho the Same William by the  
 Said Thomas being often Required but the Same to him hitherto to pay hath  
 altogether Refused and Still Doth Refuse to the Damage of the Same Thom:  
 of twelve Pounds Like money and there of brings Suit &c -  
 Edges Sr. John Doe  
 Rudo Roe -

And the aforesaid William Wye by Thomas Bluet his attorney Cometh and defendeth the force and Injury  
 when he and Saith that he cannot gain say the action aforesaid of the aforesaid Thomas Nelson nor but that he assumed upon  
 himself in manner and form as the aforesaid Thomas Nelson above against him Complained and as to the damage of  
 same Thomas Nelson by him by Omission of the premises in that part Sustained the same William Saith and Confesseth  
 that the aforesaid Thomas Nelson has Sustained Damages by Omission of the premises further than his Costs and Charges  
 by him about his Suit in that part appoyed to Six pounds Current Money of Virginia of the Value of Six pounds  
 twelve Shillings Cur<sup>r</sup> money of Maryland and noe more And because the afo<sup>r</sup> Thomas Nelson denyes not this but  
 the Same allegation Confesseth to be true pray Judgment and those Damages above Confessed together with his Costs  
 and Charges aforesaid to him adjudged &c -

Therefore by Consent of the parties aforesaid it is Considered that the afo<sup>r</sup> Tho:  
 Nelson Recover against the aforesaid William Wye his Damages aforesaid to Six pounds twelve Shillings Cur<sup>r</sup>  
 money of Maryland of the Value of Six pounds Cur<sup>r</sup> money of Virginia by the Same William in form afo<sup>r</sup>  
 Confessed as also two hundred and four pounds of Tobacco for his Costs and Charges  
 aforesaid to the Same Thomas at his Request by of Court hold and Consent of parties afo<sup>r</sup> adjudged which Said  
 Damages in the whole do amount to Six pounds twelve Shillings Cur<sup>r</sup> money of Maryland &  
 pounds of Tobacco and costs due in Money &c -