

names of his pld gds be bought forth and that the sd John Bitts pay thereof without day also it is considered that the sd John Bitts Recover against the sd John Britt his damages by occasion of the premises

164 ^{sd to} Bitts by discretion of the Justice here at his Request for his Costs and Charges in that part Sustained according to the form of the Statute by the Court here adjudgedth pounds of tobacco to the same John

sd Samuel Beckley

sd Richard Ellison et ux
and of George Wilson

Command was given to the Sheriff of Somerset County that he should take Richard Ellison late of Somerset County Taylor and Elizabeth his wife late Elizabeth Wilson Administratrix of all and Singular the goods and Chattels which were of George Wilson late of Somerset County Cyningion decd. if they should be found in his body with and them should safe keep so that he might have their body before the Justice of his Lordship's County Court of Somerset to be held at Widdow's Creek in the same County of to answer unto Samuel Beckley of plea of trespass upon the case &c and that they should not fail &c And the said Samuel Beckley by George Douglas his attorney complains against the sd Richard Ellison and Elizabeth his wife in the plea as followeth to wit

Somerset sh^r Richard Ellison late of Somerset County Taylor late Elizabeth Wilson and of all and Singular the goods and Chattels which were of George Wilson late of Somerset County decd were attached to answer unto Samuel Beckley of plea of the case upon the case &c

And whereupon the said Samuel by Geo. Douglas his attorney complains that whereas the said George in his life time to wit on the Eight day of October Anno Dom^o Seventeen hundred and thirty three at the County of within the Jur^y of this Court was indebted to the said Samuel in ^{the} sum of fourteen pounds seventeen shillings and one ^{half} penny current money of Maryland for sundry goods and Merchandise by the said Samuel to the said George in his life time at the Especiall request and instance of the said George in his life sold and delivered and being so thereof indebted on consideration thereof afterwards to wit the Day and year as^t at the County of in his life time upon himself did assume and to the said Samuel then and there faithfully promise that he the said George the said fourteen pounds seventeen shillings and one half penny to the said Samuel when thereto required faithfully would pay and content nevertheless the said George in his life time and the said Elizabeth when she was sole and the said Richard and Elizabeth since Espousals between them celebrated the promise and assumption as^t of the said George in form as^t made nothing regarding but minding of them minding and fraudulently intending the said Samuel in that part craftely and subtilly to deceive and Defraud the said fourteen pounds seventeen shillings and one half penny to the said Samuel hath not paid or him for the same in any sort Contented but the