

mentioned which said note the said John to the said William then and there did deliver and by the same note did promise to pay to the said William by the name of William Draper or his order the sum of four pounds eleven shillings and eight pence on demand (as by the same note hereinto sent brought may appear) by reason of which said promise and also by force of the statute in such case made and provided the said John became chargeable to pay the same William or his order the said four pounds eleven shillings and eight pence upon demand according to the tenor of the note aforesaid and the said John so thereof chargeable being in consideration thereof afterwards (to witt) the same day and year last aforesaid at the County aforesaid and within the said aforesaid upon himself did assume and to the same William then and there faithfully did promise that that he the said John the said four pounds eleven shillings and eight pence upon demand unto the same William he would, well and faithfully pay, and content, And the said William in fact saith at any time since the making the same note he hath not ordered concerning the payment of the sum therein contained in any part thereof to any person whatsoever Never the less the said John his promise and assumption aforesaid in form aforesaid made nothing regarding but minding and fraudulently intending the same William in that part craftily and subtilly to deceive and defraud the said sum of four pounds eleven shillings and eight pence or any penny thereof to the said William hath not paid or for the same in any sort contented altho the same to do the said John afterwards (to witt) the same day and year last mentioned and often since that time at the place aforesaid by the said William he was thereunto requested but the same to him hitherto to pay or for the same in any sort to content he hath altogether refused and still doth refuse Wherefore the said William saith he is the worse and hath damage to the value of ten pounds current money of Maryland And thereof he brings suit &c.

Eldges &c. John Doe & R Roe -

Whereupon the said William Draper by his attorney aforesaid prays that forasmuch as he has complied with the Law in order to an attachment he may have Judgment against the said John Ciley for his damages aforesaid by way of attachment according to act of assembly &c. Whereupon for that it seems to the Court here that the said Wm. Draper has complied with the Law as alleged -

250 Therefore it is considered by the Justice here that the said William Draper Recover against the said John Ciley as well the sum of eight pounds Eleven Shillings and four pence his damages by occasion of the promises aforesaid as also all costs and charges by the said Ciley laid out &c.

Expensed