

March Court 1736 . . . . . 15

Somerset Ebenezer Crapper late of Somerset County planter was attached to answer unto William Sandwith of a plea of trespass upon the case &c

And whereupon the said William by Geo. Douglas his attorney complains that whereas the said Ebenezer <sup>after</sup> the first day of may Anno Dom. seventeen hundred thirty and five to witt on the thirty first day of may Anno Dom. seventeen hundred thirty and three at Somerset County aforesaid did make his certain note in writing called a promissory note with his proper hand subscribed bearing date the day and year last mentioned and the said note to the said William Sandwith and a certain John Murray since that time deceased then and there did deliver by which note the said Ebenezer did promise to pay to the said William Sandwith and John Murray or either of them seven pounds Curr. mon. of Maryland at or before the twentieth day of december next ensuing the date of that note for and Received by means whereof and by force of the Statute in that case lately provided the said Ebenezer became chargeable to pay to the said William Sandwith and John Murray the aforesaid money according to the tenor of that note and so being thereof chargeable on consideration aforesaid afterwards to witt on the said thirty first day of may Anno Dom. seventeen hundred thirty and three at the County aforesaid upon himself did appear and to the said William and John then and there faithfully promise that he the said Ebenezer the said seven pound Curr. money aforesaid to the said William and John according to the tenor of that note faithfully would pay and content NEVER the less the said Ebenezer his promise and assumption aforesaid in fact afterwards made nothing regarding but minding and fraudulently intending the said William and John in that part craftily and subtilly to deceive and defraud the said seven pounds Curr. money aforesaid to the said William and John on or before the twentieth day of december next after the date of the said note or afterwards to the said John and William or either of them in the life time of the said John did not pay but the same to them or either of them to pay all together did refuse and the same to the said William since the death of the said John to pay hath denied and still doth deny altho. thereto by the said William and John in his life time on the twenty first day of december Anno Dom. seventeen hundred thirty and three and often after that time at the County aforesaid the said Ebenezer by the said William and John was required and on the same to the said William since the said John's death to pay the said Ebenezer afterwards to witt on the first day of November Anno Dom. seventeen hundred thirty and six at the County aforesaid by the said William Sandwith was required whereupon the said William says he is damaged fourteen pounds Curr. money of Maryland and there of he brings suit &c

Geo. Douglas  
Att. Ple.  
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