

August Court . . . . . 1737  
Day of November Anno Domini 1737 Seven hundred and thirty six to answer unto Jacob Waggon

in law of assize of his assize upon the case &c. and that there of he should not fail &c.  
All which day here before the Justices of his Lordships County Court of Somerset at dividing creek County  
said Jacob Waggon by George Douglas his attorney and the Sheriff of the same County to wit Joseph  
McGester Esq. at the same day here returned that he had taken the assize James Carey whose body here  
at this day he had ready to answer the assize Jacob Waggon of the assize plea as to him it was commanded

And hereupon the said Jacob Waggon by his attorney assize declared against the assize James Carey in the assize  
assize in form following - to wit. I myself James Carey Esq. of Somerset County Bricklayer was attached to  
answer unto Jacob Waggon of assize of his assize upon the case &c.

And whereupon the said Jacob Waggon by George Douglas his attorney complains that whereas the said  
James Carey on the fourth day of April Anno Domini 1737 Seventeen hundred thirty and four at the County  
assize was and still is a Brickmaker and Bricklayer and whereas the said James on consideration  
that he the said Jacob had then and there promised to pay the said James the sum of Nineteen  
pounds or the value thereof in country commodities he the said James on consideration thereof  
upon himself did assume and to the said Jacob then and there faithfully did promise that he the  
said James would well and sufficiently and in workman like manner build for the said Jacob on  
plantation of the said Jacob in Mattoponas Hundred in the County assize the brickwork of one  
dwelling house of the length of thirty feet ~~feet~~ and the breadth of Eighteen feet with one  
outside Chimney and Gable end <sup>at</sup> each end of the said house and partition or middle brick wall  
with one brick shed of the length of the smallest Room <sup>from</sup> the partition to the Gable end  
and that the said work should be performed some time in the fall of the year assize  
and altho. the said Jacob hath paid to the said I the assize Nineteen pounds or the value thereof  
in country commodities Nevertheless the said James his promise and assumption assize form assize  
made nothing regarding but minding and fraudulently intending the said Jacob in that  
part to deceive and defraud the brickwork before mentioned solely in sufficiently and in such  
unworkman like manner hath performed that the said dwelling house to the said Jacob  
is of like or no use or benefit and the said Jacob thereby much hurt and damaged whereupon  
he says he is the worse and hath damage to the value of one hundred pounds current money  
of Maryland and thereof he brings suit &c.

And the aforesaid James Carey by Robert Justinus Henry his attorney comes and defends  
the force and injury when &c. and prays Leave thereof to Impark here until the third  
Tuesday of March then next following as he hath it & the same day is given to the assize Jacob  
here also &c.

All which day here came again as well the assize Jacob Waggon as the assize  
James Carey by their attorneys assize and <sup>with assize</sup> the same James Carey prays further Leave thereof to  
Impark here until third Tuesday of June then next following and he hath it and the same day is  
given