

of trespass upon the Case. And Whereupon the said Edmund though by George Douglas his attorney complains that whereas <sup>the said</sup> Thomas Blair in his life after the first day of May Anno Domini MDCCU to wit the xx Day of May Anno Domini MDCCXXVII at the County of: did make his certain note in writing called a Promissory note with the proper hand and name of the said Thomas Blair subscribed and the said note to the said Edmund then and there did deliver by which note the said Thomas did promise to pay to the said Edmund or his assigns the sum of twenty five pounds Curr: Silver money of Maryland by means whereof and by force of the statute in that Law lately made and provided the said Thomas in his life became chargeable to pay to the said Edmund the said sum of in the said note contained according to the tenor of that note and so thereof chargeable being afterwards to wit the day and year last at the County of: on consideration thereof promised to pay the sum in the said note contained according to the tenor of that note and whereas the said Thomas in his life afterwards to wit on the xx day of August Anno Domini MDCCXXX was Impleaded by the said Edmund in Somerset County Court in a plea of trespass upon the Case in order to recover the sum in the said note contained he the said Thomas on consideration that the said Edmund at the <sup>Request</sup> Especials and instances of the said Thomas did sue cease his said suit he the said Thomas afterwards to wit the day and year last at the County of: upon himself did assume and to the said Edmund then and there faithfully promise not only to pay to the said Edmund the said sum in the said note contained but also all his the said Edmunds costs in and about the said suit Expended when he should be afterwards thereto Required and the said Edmund in fact says he expended in and about the said suit the sum of three hundred and forty three pounds of tobacco of which the said Thomas in his life to wit the day and year last at the County of: had notice and whereas the said Thomas afterwards to wit on the day and year last at the County of: was Indebted to the said Edmund in other four pounds one shilling and five pence half penny Curr: money of: for sundry other matters and things properly in account chargeable and also for one Large Iron Gun of the value of five pounds like money and one third of a Brass Bell the said third being of the value of <sup>other</sup> five pounds like money and Seventy bushell and three pecks of Wt of the value of ten pounds ten shillings of like money as by an account thereof hereto annexed may appear and so being thereof Indebted on consideration thereof afterwards to wit the day and year at the County of: promised to pay to the said Edmund the said several sums last above mentioned when he should afterwards be thereof Required Nevertheless the said Thomas in his life and the said Alexander and the said Robert King and Ann his wife the several promises of the said Thomas in form of: made not Regarding but they and each of them intending the said Edmund in that part hastily and Subtly to deceive and defraud the said several sums of money and tobacco above named to the said Edmund the said Thomas in his life did not pay or him for the same in any sort Contented and the said Alexander Robert and Ann at