And thereupon the said Collin Mitchell at the Prayer of the Plaintiff by his Attorney afs. is adjudged to give Special Bail to the Action afs. Whereupon Certain William Hungerford and John Tindall of Charles County Gentlemen Present here in Court in their Proper person jointly and Severally undertake for the said Collin Mitchell that in case the said Christopher Lowndes and Company shall obtain Judgment against him in the Plea aforesaid against the said Collin Mitchell or that he the said Collin Mitchell shall be therein legally Convict that then the said Collin Mitchell shall pay the Condemnation of the Court thereupon or render his Body to the Custody of the Sheriff of Charles County in Satisfaction thereof or that they or one of them will do it for him.

And the afs. Christopher Lowndes and Company by their Attorney afs. Declares against the afs. Collin Mitchell in the Plea afs. as follows Viz.

Maryland ss. Collin Mitchell late of Charles County Planter was attached to answer unto Christopher Lowndes and Company in a Plea of Trespass upon the Case &c. And whereupon the said Christopher Lowndes & Company by Daniel Dulany Junior their Attorney Complain that whereas the afs. Collin on the first day of May in the year of our Lord Seventeen hundred and fifty one at Charles County was Indebted unto them in the Sum of Sixty eight Pounds and Nineteen shillings for Sundry matters Properly Chargeable in Account as by a Particular Account thereof herewith into Court brought may Appear, And being so thereof Indebted the said Collin afterwards to wit on the same day and year at the said County in Consideration thereof upon himself Assumed and to the said Christopher Lowndes and Company then and there faithfully Promised that he the said Collin the said sixty eight Pounds and nineteen shillings to them the said Christopher Lowndes and Company would well and truly Content and pay when afterwards he the said Collin should be there unto required Nevertheless the afs. Collin his Promise and Assumption afs. not Regarding but minding and fraudulently Intending them the said Christopher Lowndes & Company in this part Craftily and subtilly to deceive and defraud the said sixty eight Pounds and nineteen shillings or any part thereof to the said Christopher Lowndes and Company

(hath)

hath not Contented or paid / altho so to do the afs. Collin was afterwards to wit on the day and year and Place last mentioned afs. and often afterwards at the said County / was by the said Christopher Lowndes and Company thereunto required / but the same to them to pay hath altogether Refused and still doth Refuse to the damage of the said Christopher Lowndes & Company of one hundred Pounds and therefore they bring suit &c.

Pledges &c. { John Doe & Rich. Roe

Which Account mentioned in the aforegoing Declaration follows in the following Viz.

Dr. Mr. Collin Mitchell to Christopher Lowndes & Company — Cr.

1747 Oct 17th	To 2 hhds. Rum Viz.		1747 Oct 17	By Paper Currency	£29.11.11¼
	HWL 3 qr. 111 gals	Curr.			
	16 ... 107/210 gals @ 7/ p.	£7 69.6	Dec 6	By Paper Currency	27.1.6¾
	To 22 12/21 Cwt. Currants	1.13.4½	1748 Jan 20th	By Paper money to Mr. Rudd	10.15.0
	To 16¾ Rassini Soles	1.5.1½	1749 Oct 23	By my ord. on you to John Frost on Acct. of James Smith	16.13.0
Dec 17	To 1 hhd. rum HWL No 3 107 gals @ 7/ p.	37.12.6			
	To 1 Quart Rum Dec. Mr. Green	0.2.6	1751 May 1st	Ball. due to Chris. Lowndes & Comp.	60.19.0
18	To 1 hhd Rum HW 49 103 gals @ 7/ p.	33.17.6			
		£153.0.6			£153.0.6

1751. May 1 To Ball of ye above Account - £60.19.0

Errors Excepted May 1st 1751 for Self and Company
Jno. Chris. Lowndes

Prince Georges County on the 19th day Mar. 1747. Christopher Lowndes made oath on the Holy Evangelist of Almighty God that all the Accounts in this Book containing three hundred and seventy two Pages are just and true and to the best of his knowledge he has rec.d no part or Parcel thereof nor any Security or Satisfaction more than Credit given sworn before
George Scott

A Copy

And the afs. Collin Mitchell by Jeremiah Chase his Attorney comes and defends the force and injury when &c. and prays leave to Imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiffs also

At which said next Court to wit the 11th day of September Anno Dom 1752 come again the said Parties Plaintiff and Defendant by their Attorneys afs. and

(the)