hitherto hath refused to pay the said Bill or any part thereof to the order and for the use aforesaid, By reason whereof the said Bill of Exchange afterwards, to wit, on the day and year last aforesaid at London aforesaid according to the Usage and Custom of Merchants the said John Dickins having before that time had sixty days sight thereof, to wit, from the fifteenth day of May then last past at London aforesaid and the second and third bills of the same tenor and date being unpaid was protested Whereof the aforesaid Henry Townshend afterwards, to wit, on the first day of January in the year seventeen hundred and eighty seven at Montgomery County aforesaid had notice by reason of which promises the aforesaid Henry according to the usage and custom of Merchants aforesaid in that behalf time out of mind used and approved became liable for and chargeable to pay unto him the said William Deakins Junior the aforesaid sum of One hundred and ten pounds sterling money in the said bill of exchange mentioned together with all lawful cost, Damage and Interest by the said William Deakins suffered and sustained by reason of the nonpayment of the said Bill of Exchange and the Contents thereof and Protest as aforesaid and being so therewith chargeable the aforesaid Henry Townsend afterwards, to wit, on the day and year last aforesaid at Montgomery County aforesaid in consideration of the premises upon himself assumed and to the said William Deakins then and there faithfully promised that he the said Henry the aforesaid sum of One hundred and ten pounds Sterling money in the said Bill of Exchange mentioned together with all lawful cost, Damage and Interest by the said William Deakins suffered and sustained by reason of the nonpayment of the said Bill of Exchange or the Contents thereof and protest as aforesaid to him the said William Deakins when afterwards he the said Henry should be thereunto required would well and truly content and pay. And the said Henry afterwards, to wit, on the day and year last aforesaid at Montgomery County aforesaid was indebted unto the said William Deakins in one other sum of One hundred and ten pounds Sterling money for the the sum of Sterling money by the said Henry before that time there had and received to the use of him the said William Deakins Junior and being so indebted the said Henry afterwards, to wit, on the day and year last aforesaid at the County aforesaid in consideration thereof upon himself assumed and to the said William Deakins Junior then and there faithfully promised the last aforesaid sum of Sterling Money to him the said William Deakins when afterwards he the said Henry should be thereunto required would well and truly content and pay. And the aforesaid William Deakins Junior in fact saith that the said several sums of Sterling money at the time of the making the said several promises and assumptions aforesaid by the said Henry were and always hitherto have been and now are respectively of the value of One hundred and eighty three pounds six shillings and eight pence current Money, to wit, at Montgomery aforesaid. Nevertheless the said Henry his several promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending him the said William Deakins Junior in this behalf craftily and subtilly to deceive and defraud the aforesaid several sums of sterling money or any part of either of them or the value of either of them as aforesaid or any part of such value together with the Cost Damage and Interest by reason of the nonpayment of the said Bill of Exchange and protest thereof as aforesaid to him the said William Deakins hath not contented or paid (although so to do the aforesaid Henry afterwards, to wit, on the Day and year last aforesaid and often afterwards at the County aforesaid was by the said William Deakins requested, but the same several sums of Sterling money or any part thereof or the value of either of either of them as aforesaid or any part of such value or the Cost Damage and Interest aforesaid or any part thereof to the said William Deakins to content or pay the said Henry hath hitherto altogether refused and still doth refuse wherefore the said William Deakins saith he is the worse and hath damage to the value of Three hundred pounds current money and,

and therefore he brings Suit and so forth.

Cooke & Ptff. Pleages &c. John Doe & Richard Roe.

A Copy of which said declaration was made and sent with the said writ to the Sheriff of the County aforesaid thereon endorsed to be served on the defendant with the writ or left at his place of abode twenty days at least before the return of the said writ for plea or Judgment the first Court

At which mentioned second Tuesday of May being the twelfth day of the said month in the year of our Lord one thousand seven hundred and eighty nine, and the day of the return of the aforegoing writ comes into the General Court here the said William by his attorney aforesaid; and the Sheriff of Montgomery County, to wit, Benjamin M. Jones Gentleman to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the Court here, thus endorsed, to wit;

Cepi copy left 31st March. Benja M. Jones Shff.

And the said Henry Townsend being called, appears in Court here by Baker Johnson his attorney, and thereupon on motion of the said William by his attorney aforesaid, it is ruled by the Court here that the said Henry Townsend give special bail in the plea aforesaid, or in default thereof be committed to the custody of the Sheriff of Montgomery County aforesaid; Whereupon a certain Richard Thompson of Montgomery County Gentleman present here in Court in his proper person and with the consent of the said William by his attorney aforesaid, undertakes for the said Henry Townsend that in case the aforesaid William shall recover judgment against the said Henry Townsend in the plea aforesaid, or that the said Henry Townsend shall therein be legally convict, that then the said Henry Townsend shall pay the Condemnation of the Court thereupon, or render his body to the custody of the Sheriff of Montgomery County in satisfaction thereof or that he the said Richard Thompson will do the same for him. And thereupon on motion of the said William by his attorney aforesaid it is ruled by the Court here that the said Henry answer to the declaration aforesaid of the said William in the plea aforesaid or Judgment by the Court here will be entered against him in default thereof; and the said Henry by his attorney aforesaid defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of October next and then to answer to the declaration of the said William in the plea aforesaid, and to him it is granted, the same day is given to the said William also.

At which said second Tuesday of October being the thirteenth day of the said month in the year of our Lord One thousand seven hundred and eighty nine to which day the said Henry had leave to imparle, and then to answer to the declaration aforesaid of the said William in the plea aforesaid comes again into the General Court here as well the said William by his attorney aforesaid, as the said Henry by his attorney aforesaid, and the said Henry by his attorney aforesaid as before defends the force and injury when and so forth and saith, that he did not assume upon himself in manner and form as the aforesaid William above against him hath declared and this he puts himself upon the Country, and the said William in like manner and so forth. Therefore let a Jury thereupon appear before the Court here on the second Tuesday of May next by whom &c and who neither &c to recognize &c because as well &c the same day is given to the said parties then and there and so forth.

And now at this day, to wit, the said second Tuesday of May being the eleventh day of the said month in the year of our Lord One thousand seven hundred and ninety comes again into the General Court here as well the said William by this attorney aforesaid, as the said Henry by his attorney aforesaid; and the said Henry by his attorney aforesaid relinquishing the averment aforesaid, above by him pretended says that he cannot deny the action aforesaid of the said William so as aforesaid against him brought nor but that the aforesaid William hath sustained damage to the sum of Three hundred pounds Current Money by occasion of the Non performance of the promise and assumption aforesaid, in manner and form as the said William above against him hath declared; Therefore it is considered by the Court here,