given the said Gilbert Jones hire and so forth

At which said third monday in March it being the seventeenth day of the said month in the year of our Lord eighten hundred and the day to which the said Lemuel had leave to Imparle cometh here the parties aforesaid by their said attornies, and the said Lemuel as before defends the force and injury when and so forth, and prays leave to Imparle here further untill the third monday of August next, and it is granted him, and the same day is likewise given the said Gilbert Jones here and so forth

At which said third monday in August it being the day to which the said Lemuel had further leave to Imparle, cometh here the parties aforesaid by their said attornies, and the said Gilbert Jones by John Montgomery his said attorney complains in the words and figures following viz.t Hanford county ss. Lemuel Howard late of Hanford county yeoman was attached to answer unto Gilbert Jones in a plea of Trespass on the case and so forth. And whereupon the said Gilbert by John Montgomery his attorney complains that whereas the aforesaid Lemuel after the first day of May in the year seventeen hundred and ninety nine at the county aforesaid made his certain note in writing called a promissory note, with his proper hand thereto subscribed bearing date the day and year last aforesaid, and the said note to him the said Gilbert then and there delivered by which said note the said Lemuel did promise to pay unto the said Gilbert Jones the sum of sixty eight pounds ten shillings and one penny on or before the first day of April next after the date of said note according to the tenor and effect of said note by reason whereof and also by force of the Statute in such case lately made and provided, the said Lemuel became liable for and chargeable to pay to the said Gilbert the aforesaid sum of sixty eight pounds ten shillings and one penny according to the tenor and effect of said note and being so therewith chargeable the aforesaid Lemuel afterwards to wit on the second day of April in the year last aforesaid at the county aforesaid in consideration thereof upon himself assumed and to the said Gilbert then and there --- faithfully promised that he the said Lemuel the aforesaid sum of money to the said Gilbert would well and truly content and pay. And whereas one William Manlsby on the fifth day of April in the year seventeen hundred and ninety seven at the county aforesaid by his bill obligatory --- acknowledged himself to owe to the said Gilbert the just and full sum of one

hundred and thirty nine pounds six shillings and three pence half penny current money, to be paid to the said Gilbert on or before the first day of April next ensuing the date of said bill obligatory of which said sum of one hundred and thirty nine pounds six shillings and three pence half penny the said Gilbert afterwards to wit on the first day of December in the year seventeen hundred and ninety eight at the county aforesaid, acknowledged himself to be satisfied in the sum of eighty three pounds eight shillings and two pence half penny part thereof, of all which the said Samuel then and there had notice, and afterwards to wit on the twenty sixth day of January in the year seventeen hundred and ninety nine at the county aforesaid the sum of sixty eight pounds ten shillings and one penny residue of the said sum of one hundred and thirty nine pounds six shillings and three pence half penny current money then and there being due and unpaid by the said William Manlsby the said Lemuel Howard in consideration that the said Gilbert then and there at the special instance and request of the said Lemuel would give to the said William Manlsby to pay the said sum of sixty eight pounds ten shillings and one penny residue of the sum last aforesaid untill the first day of April in the year last aforesaid did assume upon himself and then and there faithfully promised that he the said Lemuel would content and pay the said Gilbert the said sum of sixty eight pounds ten shillings and one penny residue of the said sum of one hundred and thirty nine pounds six shillings and three pence half penny on or before the said first day of April in the year last aforesaid without without fraud or further delay, and the said Gilbert in fact saith that he the said Gilbert at the special instance of the said Lemuel did give to the said William day to pay said residue of the sum of money aforesaid untill the said first day of April in the year last aforesaid whereof the said Lemuel then and there had notice. Nevertheless the aforesaid Lemuel his promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending the said Gilbert in this behalf craftily and subtilly to deceive and defraud the aforesaid several sums of sixty eight pounds ten shillings and one penny, or either of them or any part thereof to the said Gilbert hath not contented or paid (although so to do the aforesaid Lemuel afterwards to wit on the day and year last aforesaid and often afterwards at the county aforesaid by the said Gilbert was requested) but the same or any part thereof to the said Gilbert to content or pay the said Lemuel hath hitherto altogether refused and still doth refuse to the damage of the said Gilbert one hundred and seventy pounds current money and therefore he brings suit and so forth. Jno.o Montgomery for Plff. pldgs.: { Jno.o Doe & Rich.d Roe

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