of Josiah Massey late of Kent County Planter, if he should be found in his Bailiwick and him safe keep so that he might have his body before the Justices of our next County Court to be held at the Court House in the Town of Chester in said County on the Monday before the third Tuesday of March next, to answer unto Jonathan Worth of a plea of Trespass on the case and so forth. At which said monday before the third Tuesday of March Seventeen hundred and eighty seven, came the afsd Jonathan Worth by Peregrine Lethbury his Attorney and the Sheriff of Kent County also came and made return of the writ afsd to the Court here thereon Indorsed as follows, to wit, "Cepi Geo: Hanson Shff." Thereupon Cuthbert Hall of Kent County Farmer, in his proper person here into Court did come and became Pledge and Security for the afsd Josiah Massey that if it should so happen to that the said Josiah Massey be convict in the Plea afsd that then the same Security granted as well the debt afsd as all the Damages Costs and Charges which to the same Jonathan Worth in the Plea afsd should be adjudged of the Goods and Chattels Lands and Tenements of the same Cuthbert Hall to be made and for the use of the said Jonathan to be levied if it should happen that the said Josiah Massey the Debt & Damages Costs and Charges of the same Jonathan in the Plea afsd should not pay or himself into the Custody of the Sheriff of Kent County on that occasion render. And the said Josiah Massey by Tubutt Wright his Attorney comes and defends the force and injury when and so forth, and prayed liberty of imparling thereof here to the Action afsd until the Monday before the third Tuesday of June next and he had it the same day was given the afsd Jonathan here and so forth. At which said Monday before the third Tuesday of June Seventeen hundred & eighty seven came again the Parties afsd by their Attorneys afsd and the afsd Josiah Massey by his Attorney afsd prayed further liberty of imparling thereof here to the action afsd until the Monday before the third Tuesday of October next and he had it the same day was given the afsd Jonathan here and so forth. At which said Monday before the third Tuesday of October Seventeen hundred and eighty seven came again the Parties afsd by their Attorneys afsd and the afsd Josiah by his Attorney afsd prayed liberty of imparling thereof here to the Action afsd until the Monday before the third Tuesday of March next and he had it and the same day was given the afsd Jonathan here and so forth. At which said Monday before the third Tuesday of March Seventeen hundred and eighty eight came again the afsd Jonathan by his Attorney afsd and offered himself against the afsd Josiah in the Plea afsd and complained thereof against him in the following words to wit, Josiah Massey late of Kent County Planter, was attached to answer unto Jonathan Worth of a plea of Trespass

on the Case and so forth. And whereupon the said Jonathan by Peregrine Leathebury his Attorney complains that whereas the afsd Josiah on the thirteenth day of February in the year Seventeen hundred and eighty six at Kent County afsd was indebted unto the said Jonathan in the sum of forty six pounds twelve shillings and eleven pence current money for divers goods wares and merchandize of the said Jonathan by him before that time sold and delivered to the said Josiah at his special instance and request and being so indebted he the said Josiah afterwards, to wit, on the day and year afsd at the County afsd in Consideration thereof upon himself assumed and faithfully promised the said Jonathan that he the said Josiah would well and truly content and pay him the said Josiah Jonathan the said sum of money when afterward he should be thereunto required — and whereas also the said Josiah afterwards, to wit, on the same day & year afsd at the County afsd was indebted to the said Jonathan in one other sum of forty six pounds twelve shillings and eleven pence Current Money for the like sum of money before that time lent by the said Jonathan to the said Josiah at his special instance and request and being so thereof indebted the said Josiah afterwards to wit, the same day & year afsd at the County afsd undertook and then & there faithfully promised the said Jonathan to pay him the last before mentioned sum of money when afterwards he should be thereunto required. Nevertheless the afsd Josiah his promise & assumption afsd so made afsd in form afsd not regarding but contriving and fraudulently meditating intending craftily and subtilly to deceive and defraud the said Jonathan in this behalf hath not paid the said sums of money or either of them or any part thereof to the said Jonathan or in any manner howsoever made him satisfaction for the same altho he the afsd Josiah hath been requested thereto by the said Jonathan afterwards, to wit, on the day & year afsd and often afterwards at the County afsd but he the said Josiah hitherto hath and still doth refuse so to do wherefore he the said Jonathan saith he is injured and hath damage to the value of seventy pounds current money afsd and therefore he brings suit and so forth.

Per Lethbury for the Pltff. Pledges &c. { John Doe / Richard Roe.

An Account of all which said Goods Wares Merchandize & Cash here followeth.

Mr. Josiah Massey to Jonathan Worth Dr.

87/8 1½ Spirits To 1 Gallon Rum 6/6. 1 Bay 1/5. To 6 lbs Sugar a 9d 4/6. (18th) To five yds of Check at 3/9. 5 yds linen a 1/6. 27/6. To 1 lb Chocolate 1/6. 1 lb Allspice 1/6. 3/2 To 1/2 doz Knives & Ginger 7d 1/4. To 7 yds Jeans a 5/6. 2 1 Silk & Cotton thread 4d 39/. — 14. To 1 Doz Buttons 4/6. 2 1 twist 1/9. 3/3. To 1/2 B Holland a 2/6. 7/2 lb Tea 2/5. 8/2. To 10 Buttle Moles 5. (28th) To 1/2 Doz Plates a 5/6. 8/3. (22nd) To 1/4 lb Salts 7d. (25th) 1 1 Silk & Cotton To 3/4 yds Linnen a 3/6. 12/6. To 3 3/4 yds Mode a 6/. 22/6. To 3/4 yds Satin a 20/. £3. 10. 0. To 5 yds lace a 2/6. 1/4 do at 1/8. 18/. To 3 yds Ex. a 1/. 4 lb Raisins 9d 3/9. To 2 Bowls a 9d 1 Bd C. 2/. June 4th To 2 yds lace 1/11.