fail at his peril, and that he should have then and there that Writ. At which said second Tuesday of September seventeen hundred and eighty nine, being the day of the return of the aforegoing Writ, came the said Elijah by Turbutt Wright his Attorney, and the said Abraham by William Hayward his Attorney, voluntarily came here into Court, and prayed the liberty of imparling thereof hereto the Action aforesaid until the second Tuesday of April then next following, and it was granted unto him; the same day was given to the said Elijah here and so forth. At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid, by their Attorneys aforesaid; Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and by order of the Court here, thereon was further continued until the second Tuesday of September then next following. And now here at this day, to wit, the second Tuesday of September seventeen hundred and ninety, come again the parties aforesaid by their Attorneys aforesaid; and the said Elijah by his Attorney aforesaid, declared against the said Abraham in the plea aforesaid in manner and form following, to wit: Kent County, to wit: Abraham Woodland late of Kent County farmer, was attached to answer unto Elijah Mafoy of a plea that he render unto a plea of Trespass upon the Case and so forth. And whereupon the aforesaid Elijah by Turbutt Wright his Attorney complains that whereas on the twenty sixth day of November in the year of our Lord seventeen hundred and eighty seven at Kent County aforesaid a certain discourse was had and moved between the said Elijah and Abraham concerning a Certificate commonly called a Specie Certificate of the Value of two hundred and forty two pounds ten shillings and three pence current money, the property of him the said Elijah and then and there in his Possession, and upon that Discourse it was then and there agreed between the said Elijah and Abraham in manner and form following, to wit: the said Elijah on his part did agree to give and allow to him the said Abraham all the Interest which was then due and owing upon the said Certificate to him the said Elijah up to the day and year aforesaid, if he the said Abraham would receive the said Certificate into his Possession and exchange it for current money to the Amount of the aforesaid one hundred and forty two pounds ten shillings and three pence, and the said sum of current money, with the

Interest thereon arising from and after the twenty sixth day of November seventeen hundred and eighty seven to pay to him the said Elijah when afterwards he the said Abraham should be thereunto required; And the said Elijah in fact saith in Consideration thereof he did then and there deliver the said Certificate into the Possession of him the said Abraham, to wit, at the County aforesaid, and in Consideration that the said Elijah had at the Special Instance and Request of the said Abraham assumed upon himself and promised to perform the Agreement aforesaid in all things on his part to be performed, the said Abraham afterwards, to wit, the same day and year aforesaid, at the County aforesaid upon himself assumed and unto the said Elijah then and there faithfully promised to perform the Agreement aforesaid in all things on the part of him the said Abraham to be performed. And the said Elijah in further in fact saith, that the said Abraham did exchange the said Certificate for the sum of one hundred and forty two pounds ten shillings and three pence current money, on the twenty ninth day of March seventeen hundred and eighty eight at the County aforesaid. And the said Elijah further saith, that altho he hath faithfully performed the Agreement aforesaid in all things on the part of him the said Elijah to be performed, yet the said Abraham his promise and Assumption aforesaid as to the payment of the aforesaid sum of one hundred and forty two pounds ten shillings and three pence current money, with the Interest thereon arising from and after the aforesaid twenty sixth day of November seventeen hundred and eighty seven to him the said Elijah not regarding, but minding and fraudulently the same Elijah in this part craftily and subtilly to deceive and defraud the same sum of money to the same Elijah hath not paid or in any manner contented, altho thereto, the aforesaid Abraham afterwards, to wit, on the thirtieth day of March seventeen hundred and eighty eight, at the County aforesaid by the said Elijah was required. And whereas the said Abraham afterwards, to wit, on the same twenty sixth day of November in the year seventeen hundred and eighty seven at Kent County aforesaid was indebted to the said Elijah in another sum of one hundred and forty two pounds ten shillings and three pence current money for the like sum of money by him the said Abraham before that time had and received to the use of the said Elijah, and being so indebted, he the said Abraham afterwards, to wit, the same day and year last aforesaid at the County