

plead, deliver, return, confess Judgment or acknowledge satisfaction, or to doe Summons or Act to
writ by writ of Attorney or Warrant he is especially Impowered for want of
writ abatement of the said Thomas Abington to be the servant factor or apprentice of
the said Defendant to buy sell, trade, barter or merchandise the Declaration is insufficient
to charge the Defendant in the matter therein contained upon the said Judgment according to law
tame be given against the Defendant

Secondly

It is not set forth in the said Declaration that the said Thomas Abington at any
time before or how long he had used to buy sell, barter, contract or deal for or in the
name of the said Defendant nor with the Estate or property of the said Defendant
without the said Defendant ought not to be charged with the matter therein contained
nor any Judgment for the same against him entered.

Thirdly

It is not set forth in the said Declaration that the said Thomas Abington did promise
assent in the name and on the behalfs of the said John Abington, or that he used the
name of the said John in the said bargain. But that the said Thomas Furman at the
special instance and request of the said Thomas Abington he did deliver our Perceiviger
by all the words the Defendant is not to be charged therewith there fore nor Judgment
ought to be given against him for the same.

Fourthly

It is not set forth in the said Declaration that the goods therein mentioned to be sold
were to the use of the said Defendant or that the said Defendant did assent or agree
to it or that the said goods were any way necessary for the said Defendant. Without the
said Defendant (by law) cannot be charged therewith neither that Judgment ought to
be given against him for the same.

Fifthly

The said Declaration is uncertain & insufficient in this that there is no special
Demand set forth in the said Declaration, in this case ought to have been done
day month & year especially for the Defendant to have taken issue upon, without the said
Defendant cannot be intended to make payment having knowledge of the same. Where
upon also he says that no Judgment ought to be given against him.

Sixthly

The Declaration aforesaid is uncertain & insufficient in this that there is not any
matter of fact in the same set forth for the Defendant to plead or take issue upon as in all
Declarations of trespass upon the case, there ought to be and without the said
insufficient in law to ground any Judgment upon.

Seventhly

It doth not appear by any Deed letter of Attorney or any other Instrument in writing
made in the hand & seal of the said Defendant that the said Defendant did constitute and
appoint the said Thomas Abington in the year of our Lord God one thousand six
hundred & seventy eight to buy sell & deal for or with the said Defendant ought to be proved without the
cannot be any way binding to the said Defendant to make him chargeable with the said
agreement. Between the said Furman & the said Thomas Abington in any way
sufficient in law to ground Judgment upon.

Lastly

It is not set forth in the said Declaration that the goods therein said to be sold are worth so much as
they are there appraised and therefore may be well intended that the agreement between the said
Furman & the said Thomas Abington was a fraudulent agreement to impoverish the goods of the said Defendant.