

June Court 1738 278..

trespas upon the Case &c.

And Whereupon the said Abraham by Geo. Douglas
Douglas his attorney complains that whereas the said Richard
after the first day of May Anno Domini MDCCCV to wit on the fourteenth
day of February Anno Domini MDCCXXXVI at the County aforesaid made
his certain note in writing called a promissory note with his proper
hand subscribed bearing date the day and year last named and that
note to the said Abraham then and there did deliver by which note
the said Richard did oblige himself to pay to the said Abraham
the sum of four pounds ten shillings in Country pay to be paid
upon Beconochie River upon some convenient Sunday at or
before
the twenty fifth day of December then next ensuing the date
of that note by virtue whereof and by force of the statute in
that case lately made and provided the said Richard became
chargeable to pay to the said Abraham the said sum in the said
note mentioned according to the tenor of the said note and so being thereof
chargeable afterwards to wit the day and year last aforesaid at the
County aforesaid upon himself did assume and to the said Abraham then
then and there faithfully did promise that he the said Richard
the said sum in the said note mentioned according to the tenor of
the said note he would faithfully pay and content. Nevertheless
the said Richard his promise and assumption aforesaid made
nothing regarding but minding and fraudulently intending the
said Abraham in that part craftily and subtilly to deceive and
to withhold the said four pounds ten shillings in Country pay or any
part thereof to the said Abraham he herto hath not paid or him
for the same in any sort contented but the same to him to pay or
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