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self did assume and to the said Ezechiele on the day and year aforesaid at the County aforesaid fully promise that he the said Adam the aforesaid pay for the materials aforesaid for the Ezechiele would well and in workmanlike manner for the said Ezechiele make and the same so aforesaid made would deliver to the said Ezechiele on or before the day of . . . the next ensuing (also the said Ezechiele hath always been

ready to pay to the said Adam and as much as he should reasonably deserve for making the coat aforesaid. Never the less the said Adam his promise and assumption aforesaid in form aforesaid not regarding but misusing and fraudulently Intending the said Adam in that part craftily and Subtly to deceive and defraud the aforesaid Ezechiele on or before the aforesaid day and year last mentioned did not make & to the said Ezechiele deliver but the materials aforesaid to wit the Kerse Shalloon, buttons mohair silk and Linnen aforesaid in his hands and possession so long after the day and year last mentioned did keep and detain that the Kerse Shalloon buttons mohair silk and Linnen <sup>aforesaid</sup> with the moth and otherwise spoiled and damaged were that they are become useless and of no service to the said Ezechiele whereupon the said Ezechiele says he is damaged ten pounds current money of manland and thereof he brings Suit with this that the said Ezechiele will verify and prove that the said Kerse Shalloon buttons mohair silk and Linnen were not taken with the moth or spoiled or damaged when the same were delivered by the said Ezechiele to the said Adam . . .

pledgeth. In Doe R Roe

And the aforesaid Adam Defend by William Belkingham his attorney Counsel and defendeth the force and injury whereof and prayeth Leave thereof to Impart here until the third Tuesday of June then next following and he hath it and the same day is given to the aforesaid Ezechiele here also. All which day here came againe the said Ezechiele Wise by his attorney aforesaid and prays that the same Adam Bet to his declaration aforesaid may answer but the same Adam saith nothing in bar or preclusion of the action aforesaid of the aforesaid Ezechiele by which the same Ezechiele Lameth against the aforesaid Adam thereof undamaged for which the same Ezechiele his damages by occasion of the non performance of the promise and assumption aforesaid against the same Adam ought to recover but because it is not known