

of a plea of the said upon the case he the said Abraham on consideration that he the said Duncan at the especial Request and Instance of the said Abraham had discharged his suit and the prosecution thereof upon himself  
 did assume and to the said Duncan then and there faithfully did promise that he the said Abraham the sum of Twelve pounds thirteen shillings and six pence in County pay and the Costs of the said suit or Action to the said Duncan when he should be thereof required he would faithfully pay and content and whereas the said Abraham after the said first day of may Anno Domini MDCCCU to witt on the XII day of march Anno Domini MDCCXXXVI at the County afo. did make his certain other note in writing called a promissory note with his proper hand subscribed and the said note to the said Duncan Murray then and there did deliver by which note the said Abraham did promise to pay to the said Duncan or his order One or before the twenty fifth day of the March then next Ensuing the date of the said last named note the quantity of six hundred pounds <sup>or value of that tobacco</sup> of tobacco in Court money of Maryland at that time by means whereof and by force of the statute in that case lately made and provided the said Abraham became chargeable to pay to the said Duncan the said tobacco or value thereof in Court money afo. According to the tenor of that note and so being thereof chargeable to witt on the said XII day of march Anno Domini MDCCXXXVI upon himself did assume and promise to pay to the said Duncan the tobacco in the said last named note mentioned or money to the value thereof according to the value thereof Nevertheless the said Abraham his severall promises and assumptions afo. in form afo. made not regarding but minding and fraudulently intending the said Duncan in that part craftily and subtilly to deceive and defraud the said sum of money County pay, Costs of the suit afo. or the tobacco or money in all or any of the severall promises afo. above mentioned to the said Duncan hath not hitherto paid or him for the same or any of the same in any sort contented but that that to pay hitherto hath refused and still doth refuse altho: thereto afterwards to witt on the first day of April Anno Domini MDCCXXXIX at the County afo. and often since that time <sup>by the said Duncan</sup> the said Abraham was required whereupon the said Duncan says he is damaged forty pounds Court money of Maryland and thereof he brings suit &c. . . . . Bledges by J. Dos & R. Ros. . . . .

And the afo. Abraham Smith by Francis Allen his attorney comes and defends the foresaid Injury when &c. and prayeth leave thereof to imparle here untill next Court to be held at dividing Creek in and for the County afo. the third tuesday of June then next following and he hath it and the same day is given to the afo. Duncan Murray here also &c. . . . .

At which day here comes againe as well the afo. Duncan Murray as the afo. Abraham Smith by their attorneys afo. And whereupon the same Abraham Smith prayeth further leave thereof to imparle here untill next Court to be held at dividing Creek in and for the County afo. the third tuesday of August then next following and he hath it and the same day is given to the afo. Duncan Murray here also &c. . . . .

Att.