

Same time, to wit, on the eighteenth day of April  
in the year One thousand eight hundred and twenty  
five, at which time the said ~~promissory note~~ <sup>written obligatory</sup> in the  
said Plaintiff's Declaration was made, that the above  
described boundaries did not contain the number of acres  
as stated by him the said Plaintiff, nor more than  
fifty acres, and the said Defendant by reason of such  
false and fraudulent allegations and representations  
made by him the said Plaintiff, in confidence of such  
representations, on the day ~~and~~ <sup>year</sup> last above written  
made his said ~~promissory note~~ <sup>written obligatory</sup> and delivered  
the ~~same~~ <sup>same</sup> to the said Plaintiff in consideration  
as above written, all which he the said Defendant  
is ready to verify; Wherefore he the said Defendant  
prays judgment if the said Plaintiff ought to  
have or maintain his aforesaid action thereof  
against him &c. Ashley, Defts. Atty.

And the said Defendant for further plea  
in this behalf by leave of the Court here for this  
purpose first had and obtained according to the  
form of the Statute in such case made and  
provided, says that the said Plaintiff ought not to  
have or maintain his aforesaid action thereof against  
him, because he says that the said Defendant  
to wit, on the 18<sup>th</sup> day of ~~September~~ 1828  
to wit, in the Territory of Arkansas and  
within the jurisdiction of this Court fully  
paid the said Plaintiff the full amount of  
the ~~debt~~ <sup>said several sums</sup> stated in the Plaintiff's Declaration and  
all interest due thereon to the time last aforesaid  
mentioned, and this he is ready to verify, wherefore  
he prays judgment if the said Plaintiff ought  
to have or maintain his aforesaid action thereof  
against him &c. Ashley, Defts. Atty.