upon himself and then and there promised the said Rositer to pay him the said last mentioned sum of money when he the said George should be thereto afterwards required.

And whereas afterwards, to wit, on the twentieth day of September in the year eighteen hundred at the county aforesaid, the said several sums of money being due as aforesaid, and then unpaid to the said Rositer by the said George at the time of his decease, he the said George then being dead, he the said Walter (to whom together with a certain Hannah Dent, administration of all and singular the goods and chattels rights and credits, that were of the said George at the time of his decease were in due form of law committed, and the said Hannah then being deceased, and the said Walter then being surviving administrator as aforesaid, and then having in his hands unadministered assets of the estate of the said George, deceased, a large sum of money, to wit, the sum of one thousand pounds like money at the county aforesaid, sufficient to discharge, and liable to pay the said several sums of money due as aforesaid to the said Rositer, and the said administration then being in full force and unrepealed, he the said Walter as administrator as in consideration thereof afterwards, to wit, on the same day and year last aforesaid at the county aforesaid assumed upon himself, and then and there as administrator aforesaid, promised the said Rositer to pay him the said several sums of money when he the said Walter should be thereto afterwards requested. Yet the said George in his life time, and the said Walter and Hannah in the life time of the said Hannah, and the said Walter since the death of the said Hannah, not regarding the said several promises and undertakings of the said George made as aforesaid by him in his life time, but intending to deceive and defraud the said Rositer in this behalf, have not yet paid, nor hath either of them paid the said several sums of money to the said Rositer, or any part thereof, altho' the said George in his life time after two months next after the said fifteenth day of July in the year seventeen hundred and ninety four, to wit, on the sixteenth day of September in the said year, was by the said Rositer

requested

requested to pay the said first above mentioned sum of money, and the said above two last mentioned sums of money, afterwards, to wit, on the day and year aforesaid and often afterwards, to wit, at the county aforesaid was, and the said Walter and Hannah after the death of the said George, and the said Walter after the death of said Hannah was often afterwards, to wit, at the county aforesaid requested to pay the same: But they have hitherto altogether refused to pay the said several sums of money or any part thereof - And the said Walter not regarding his said promise and undertaking as aforesaid made by him, but intending the said Rositer in this behalf to deceive and defraud hath not yet paid the said above last mentioned sum of money by him assumed as aforesaid, altho' so to do he the said Walter afterwards, to wit, on the day and year aforesaid, and often afterwards at the county aforesaid was requested by the said Rositer to pay the same: but the same to pay he hath hitherto altogether refused, and doth still refuse to pay any, all, and every of the said several sums of money to the said Rositer, to the damage of the said Rositer five hundred pounds like money; and therefore he brings suit, &c.

Thos. Hell, attorney for Plff.

And thereupon, on motion of the said Rositer Scott by his attorney aforesaid, it is ruled by the court here that the said Walter Simpson answer to the declaration aforesaid of the said Rositer in the plea aforesaid; otherwise judgment by the court here will be rendered against him in default thereof: whereupon the said Walter by his attorney aforesaid defends the force and injury when andsoforth, and prays leave of the court here to imparle till the first monday in September next to answer to the declaration aforesaid; and he hath it: the same day is given to the said Rositer Scott, then &c. forth.

At which said first monday in September in the year of our Lord one thousand eight hundred and one, till which day the said Walter had leave to imparle, and then to answer to the declaration aforesaid, came again into court here the parties aforesaid by their attornies aforesaid; and the aforesaid Walter by Philip Moore his attorney comes and defends the wrong and injury whence &c. and says that the said George in his life time, and the said Walter since his decease did not, nor did either of them undertake and promise in manner and form as the said Rositer hath above thereof complained against him the said Walter; and of this he puts himself upon the country, andsoforth; and the