use of the said John and being so indebted he the said Josias in consideration thereof afterwards to Wit on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said John to pay him the last mentioned sum of money when he the said Josias should be thereto afterwards requested Nevertheless the said Josias not regarding his said promises and undertakings but contriving and fraudulently intending craftilly and subtilly to deceive and defraud the said John hath not yet paid the aforesaid several sums of money or any part thereof to the said John although so to do the said Josias was requested by the said John afterwards to Wit on the same day and year aforesaid and often afterwards to Wit at the County aforesaid but to pay the same the said Josias hath hitherto altogether refused and still doth refuse so to do to the great damage of the said John two thousand dollars like current money and therenpon he brings suit &c.

J. L. Donaldson attorney for the plaintiff } John Doe
Pledges for prosecution ..... } v. Richd Roe

A copy of which said declaration was made and sent with the said writ to the Sheriff of the County aforesaid to be served on the defendant at which said fourth Monday in March in the year of our Lord one thousand eight hundred and seven and the day of the return of the aforegoing Writ comes into the County Court here the said John Sutherland by his attorney aforesaid and the Sheriff of the County aforesaid to Wit John Hunter Gentleman to whom the said Writ was in form aforesaid directed makes return thereof to the Court here thus Endorsed To Wit

Cepi Copy Left John Hunter Shff

And the said Josias Pennington being called & now appears here

in Court by Nicholas Bruce his attorney and defends the force and injury when &c and so forth and prays leave of the Court here to imparle until the first Tuesday in October next and to him it is granted and the same day is given to the said John Sutherland also. At which said first Tuesday in October in the year of our Lord one thousand eight hundred and eight aforesaid to which day the said Josias Pennington had leave to imparle comes again into the County Court here as well the said John Sutherland by his attorney aforesaid as the said Josias Pennington by his attorney aforesaid And thereupon on motion of the said John Sutherland by his attorney aforesaid it is ruled by the Court here that the said Josias Pennington answer to the declaration aforesaid of the said John Sutherland in the plea aforesaid or Judgment by the Court here will be rendered against him in default thereof and the said Josias Pennington by his attorney aforesaid defends the force and injury when and so forth and prays leave of the Court here to imparle until the fourth Monday in March next and then to answer to the declaration aforesaid of the said John Sutherland in the plea aforesaid and to him it is granted the same day is given to the said John Sutherland also and now at this day to Wit the fourth Monday in March in the year of our Lord one thousand eight hundred and nine comes again into the County Court here as well the said John Sutherland by his attorney aforesaid as the said Josias Pennington by his attorney aforesaid and the said Josias Pennington by his attorney aforesaid says that he cannot deny the action aforesaid of the said John Sutherland so as aforesaid against him brought nor but that he the said John Sutherland hath sustained damage to the sum of Two thousand dollars.