

Recover against the said William Downton Junr. as well the Sum of Six pounds and ten pence Curr. and  
(167) Law full money <sup>of England</sup> ~~of the~~ as also the Sum of  
of pounds by the Court here adjudged unto them for their costs and damages by them about their Suits in this  
Behalf Said out Expended and the debt in money &c

Joseph Gray  
vs. Nathaniel Horsey  
Command was given to the Sherif of Somerset County that he should take Nathaniel Horsey  
late of Coventry parish in the County of Somerset Gents if he should be found in his County  
and him should safe keep so that he might have his Body before the Justices of the  
County Court of Somerset to be held at Dividing Creek the third Tuesday of August next to answer unto  
Joseph Gray of plea of trespass upon the Case &c and that thereof he should not fail &c

And the ~~hindrance~~ of Said Joseph Gray by Francis Allen his attorney declares against the  
Said Nathaniel Horsey in the plea of trespass upon the Case &c as followeth viz  
Somerset County vs. Nathaniel Horsey late of Coventry Parish in the County of Somerset Gents was attached to  
answer unto Joseph Gray of plea of trespass upon the Case &c

And whereupon the same Joseph by Francis Allen his attorney complains that whereas the said Nathaniel  
the second day of July in the year of Our Lord God One thousand Seven hundred and twenty at Somerset County  
and within the Jurisdiction of this Court was indebted unto the said Joseph in the Sum of Six pounds Curr.  
money of this province as by a certain Note by the said Nathaniel signed here in Court ready to be produced  
may appear and so there of being indebted the said Nathaniel afterwards to witt the same second day of July  
in the year aforesaid in the County aforesaid and within the Jurisdiction aforesaid in Consideration thereof upon himselfe did assume  
and him to the said Joseph then and there faithfully did promise that he the said Nathaniel the same Six pounds  
Curr. money aforesaid when thereof afterwards he should be required well and faithfully would pay and Content  
Nevertheless the said Nathaniel his promise and assumption aforesaid so as it is said Made nothing regarding but  
minding and and fraudulently Intending the same Joseph in this part Craftily and Subtly to deceive and  
defraud the said Six pounds Curr. money aforesaid or any part thereof unto the same Joseph hath not paid or in  
any sort Contented, altho' to do the same the said Nathaniel afterwards to witt the first day of March in the  
year of Our Lord God One thousand Seven hundred and twenty One and often afterwards at the County aforesaid within  
the Jurisdiction aforesaid by the said Joseph he was required but that unto him hitherto to pay or in any sort to  
Content altogether hath refused and still doth refuse to the damage of the said Joseph of twelve pounds  
money aforesaid and thereupon he brings this Suit &c. *Allen & Co. Esqrs. Solicitors*

At which said third Tuesday of August to witt the twentieth day of the same month upon Demand. One  
thousand Seven hundred and twenty Three Being the day of the return of the said Writ Cometh the said Joseph  
Gray by his attorney aforesaid and the Sherif of Somerset County to whom the foregoing writ was directed Likewise  
Cometh and maketh return thereof to the Court hereadvised in these words following viz. *Legi Legum pro meo*

Whereupon the said Nathaniel Horsey in his Oath proper person Cometh and defendeth the force and Injury  
when &c. and saith that he cannot give say the plea his action aforesaid so as aforesaid against him brought nor can he say  
but that the said plea ought to recover his damages by Question of the premises aforesaid to Six pounds Curr. money  
(of)