

the County of: within the Jurisdiction of this Court was Debted unto the said Joyes whilst she was  
 sold in the sum of fives pounds Lawfull money of America for two cows two two year old steers two two  
 year old heifers and one cow yearling by the said Joyes when she was sold to the said John at the special  
 Instance and Request of the said John before that time sold and delivered and being so thereof.  
 Debted the said John the day and year afo: at the County afo: in Consideration thereof upon himself  
 a promise and to the said Joyes whilst she was sold then and there did faithfully promise that he the said John  
 the said fives pounds to the said Joyes whilst she was sold he would well and faithfully pay and Content  
 Nevertheless the said John his promise and assumption afo: inform afo: made nothing <sup>at all</sup> plotting and  
 intending the said Joyes whilst she was sold and the said Leonard and Joyes since the Espowals between  
 them celebrated in that part craftilly and Subtily to deceive and defraud the said fives pounds to the  
 said Joyes whilst she was sold or to the afo: Leonard and Joyes after the Espowals between them  
 celebrated hath not paid altho: the same to do the said John by the said Joyes whilst she was sold to  
 with on the afo: first day of May Anno Domini Seventean hundred and thirty three and often afterward  
~~at Lawmores Court~~ ~~has been requested~~ and by the said Leonard and Joyes since the  
 Espowals between them celebrated (to witt) on the first day of March Anno Domini Seventeen hundred  
 and thirty three and often afterwards at Somerset County afo: he was thereunto requested but the same  
 to the said Joyes whilst she was sold or to the said Leonard and Joyes since the espowals between them celebrated  
 to pay hath refused and the same to the said Leonard to pay still doth refuse and deny to the damage of  
 the said Leonard and Joyes of twenty pounds Curr: money of maryland and thereupon they bring suit  
 { Pleades W. Doe and R. Roe

And the afo: John Burnall Jun: by George Douglas his attorney comes and defends the  
 force and Injury when & prayeth Leave thereof to Imparls here untill next Court to be  
 hold at dividing Creek the third Tuesday of November then next following and he hath it and the same  
 day is given to the afo: Leonard and Joyes here also &c.

Att which day here came againe as well the afo: Leonard Johnson and Joyes his wife as  
 the afo: John Burnall Jun: by their attorneys afo: and Whereupon the said John Burnall Jun: prays  
 further Leave thereof to Imparls here untill next Court to be held at dividing Creek the third Tuesday  
 of March then next following and he hath it and the same day is given to the afo: Leonard and Joyes  
 here also &c.

Att which day here came againe as well the afo: Leonard Johnson and Joyes  
 his wife as the afo: John Burnall Jun: by their attorneys afo: and Whereupon the said John Burnall  
 Jun: as before defends the force and Injury when & says that he did not assume upon him  
 self in manner and form as the said Leonard and Joyes his wife above against him have complained  
 and of this he puts himself upon the Country. and the afo: Plaintiffs in like manner. And the said  
 John by the Leave of the Court here and according to the form of the statuts in that have lately made  
 and provided further says that the said Leonard and Joyes their action afo: against him to have and  
 maintain ought not because he says that he the said John at any time within three years next before the  
 { Impetation