

in an account as by an account thereof hereinto Court brought may appear and so thereof Indebted being the said Joshua afterwards (to witt) the same day and year last at Somerset County afo. in Consideration thereof upon himself. Did assume and to the same William then and there faithfully promise that he the said Joshua the afo. sum of twenty and one pounds unto the same William when thereto afterwards Requested would well and faithfully pay and content and whereas also the afo. Joshua afterwards to witt the first day of July in the year of our said one thousand seven hundred thirty nine at Somerset County afo. was Indebted unto the same William in other sum of twenty and one pounds like current money of Maryland for other money by the afo. Joshua of the same William before that time borrowed had and Received and so thereof Indebted being the afo. Joshua afterwards (to witt) the first day of July in the year last above mentioned at Somerset County afo. in Consideration thereof upon himself did assume and to the same William then and there faithfully promise that he the said Joshua, the same twenty and one pounds last mentioned when thereof afterwards he should be Requested unto the same William would well and faithfully pay and content and whereas also the afo. Joshua afterwards to witt the first day of July in the year above mentioned at Somerset County afo. was Indebted to the afo. William in other twenty and one pounds like current money of Maryland for other money by the afo. Joshua to the use of the same William before that time had and Received and so thereof Indebted being the afo. Joshua afterwards (to witt) the first day of July in the year afo. at Somerset County afo. upon himself in Consideration thereof did assume and to the same William then and there faithfully promise that he the said Joshua the afo. twenty and one pounds last mentioned unto the same William when thereof afterwards Requested would well and faithfully pay and content Nevertheless the afo. Joshua his several Promises and assumptions afo. in form afo. made not regarding but minding and fraudulently <sup>Intending</sup> the same William in this part craftily to deceive and defraud the several sums of money afo. or any part thereof to the same William (altho' the same to do the afo. Joshua afterwards to witt the tenth day of July in the year afo. and often since that time at Somerset County afo. William was Requested <sup>by the same</sup> hath not paid or in any sort contented but the same to him hetherto to pay or in any sort contented hath altogether refused and still doth Refuse to the damage of him the said William Fifty pounds current money of the province afo. and thereof he brings suit afo. . . . . Pledges W. J. Dos & Co.

1739 M<sup>r</sup> Joshua Sturgis to William Scott . . . Dr  
 April 10<sup>th</sup> To paper money delivered you . . . . . £20 10 0  
 June To Bill delivered you . . . . . 1 0 0  
 Errors Excepted £21 10 0

March 20<sup>th</sup> 1739 Then came the above named William Scott before me the subscriber and proved the above account in due form of Law. . . . . Jam: Martin

And the afo. Joshua Sturgis by George Douglas his attorney Cometh and defendeth the force and Injury when & as Layeth Leaveth thereof to Impalls here untill Court to be held at dividing Creek in and for the County afo. the third