

Kyotte County, to wit.

Daniel Weible complains of Peter D. Robert

in custody, &c. for that whereas the said
 Peter D. Robert the defendant on the _____ day of _____
 in the year of our Lord, 1798 at the parish of Kentucky, in the county aforesaid,
 was indebted to the said Daniel Weible the
 plaintiff in the sum of £200 current money, for work & labour as a
 house joiner & materials for building furnished of the said plaintiff, by the said plaintiff, before that time
 done and performed and furnished for ~~him~~ and delivered to the said defendant at the special instance and request of
 him the said defendant; and being so indebted he the said de-
 fendant afterwards, to wit, on the same day and year aforesaid, at the parish and
 in the county aforesaid, took upon himself and to the said plaintiff
 then and there faithfully promised that he the said defendant would well and
 faithfully pay and satisfy to the said plaintiff the said sum of money whenever after
 he should be thereto requested: and whereas also, the said defendant afterwards,
 to wit, on the same day and year last aforesaid, at the parish, and in the county aforesaid,
 in consideration that the said plaintiff had before that time, at the like spe-
 cial instance and request of the said defendant, ~~done and performed~~ sold and delivered to the said defend-
~~ant~~ other work and labour, and furnished other materials for the said de^{ft}
 the said plaintiff took upon himself and to the said plaintiff then and
 there faithfully promised, that he the said defendant would well and faithfully
 pay and satisfy to the said plaintiff so much money, as the work and labour, and
 materials last mentioned, at the time of the sale and delivery
 thereof were reasonably worth, whenever after he should be thereto requested;
 and the said plaintiff avers that the said work & labour and materials
 last mentioned were at the time of the sale and delivery thereof, reasonably worth
 another sum of £200 of like current money, to wit, at the parish afore-
 said, in the county aforesaid, whereof the said defendant afterwards, to wit, on the
 same day and year aforesaid, at the parish, and in the county aforesaid, from the
 said plaintiff had notice: and whereas also afterwards, to wit, on the same day and
 year aforesaid, at the parish and in the county aforesaid, the said defendant was
 indebted to the said plaintiff in the further sum of £200 of like current mo-
 ney, for so much money of the said plaintiff by the said plaintiff to and for the use of
 the said defendant before that time paid, laid out, and expended, at the special instance
 and request of the said defendant and being so indebted, he the said defendant in
 consideration thereof afterwards, to wit, on the same day and year aforesaid, at the pa-
 rish, and in the county aforesaid, took upon himself and to the said plaintiff then
 and there, faithfully promised that he the said defendant the said sum of £200
 last mentioned to the said plaintiff whenever after he should be thereto requested,
 would well and faithfully pay and content: and whereas also, the said defendant af-
 terwards, to wit, on the same day and year aforesaid, at the parish, and in the county
 aforesaid, was indebted to the said plaintiff in other £200 of like current
 money, for money by the said plaintiff before that time lent and advanced to the said
 defendant and at his special instance and request; and being so indebted, he
 the said defendant in consideration thereof, afterwards, to wit, on the same day and
 year aforesaid, at the parish, and in the county aforesaid, undertook, and to the said
 plaintiff then and there faithfully promised that he the said defendant the said sum
 of £200 last mentioned to the said plaintiff whenever after he should
 be thereto requested, would well and faithfully pay and content: nevertheless the
 said defendant the several promises and undertakings by him in form aforesaid re-
 spectively made, in no wise regarding, but contriving and fraudulently intending the said
 plaintiff in this behalf craftily and subtly to deceive and defraud, the said several sums
 of money, or any part thereof, to the said plaintiff hath not paid, nor him for the
 same in any manner hitherto contented, although the said defendant afterwards, to
 wit, on the same day and year aforesaid, and often afterwards, in the parish and county
 aforesaid, by the said plaintiff was requested so to do, but the same to him to pay,
 or him for the same in any manner to content the said defendant hath hith-
 erto wholly refused and still doth refuse, to the damage of the said plaintiff £500
 and therefore he brings suit, &c.

JOHN DOE, & RICHARD ROE. } Pledges

A. Clay p. q.