Hath Court 1766 D

I or d said Sarah Brooks Complaint of ye aft Joshua Hoffington and that he ye said Joshua Should be thereupon Convicted that I may be the said Joshua Should pay and Satisfie unto ye aft Sarah ye Judgment of ye Court thereupon or Render his Body in Execution for the Same and of Such Judgment and Execution ye Sheriff of ye County aft might Return and that hee the said John Williamson might be Sumoned &c

Whereupon ye said Joshua Hoffington puts in his place Samuel Wilson Gent Att

at Law ag[t] ye aft Sarah Brooks in the aft Plea

And thereupon at ye Prayer of ye Ladies aft they are to them hee now Give Rule to Plead

Court to be held at Princess Ann Town ye third Tuesday of June Next Following &c

ye State that now Saving to all Parties aft

At which day had Came ye Parties aft by their Attys aft And hereupon ye said

Sarah Complained ag[t] ye aft Joshua in an Action of the Case &c in Words following

Somerset to wit Joshua Hoffington late of Somerset County Planter was attached

to Answer unto Sarah Brooks of a Plea of the Case and Deceit &c

And thereupon ye said Sarah by William Hayward her Attorney Complains

That Whereas ye said Joshua on the days of in ye year of our Lord one

Thousand seven hundred Sixty and at Somerset County aft in Consider-

ation that the aft Sarah then & there Sole & Single and unmarried Woman being a

ye Special Instance and Request of ye aft Joshua then & there had agreed with

ye Same Joshua and had taken upon herself and faithfully Promised ye Same

Joshua that She ye aft Sarah would Marry him ye aft Joshua & took upon him

self and then & there faithfully Promised that he ye aft Joshua would marry her

ye aft Sarah and all & Singular Such Sarah Credit to ye Promises & Assumptions of ye aft

Joshua altogether refused to Contract Matrimony with Sarah the Woman and

yet Continues a Single and unmarried Woman and Always from ye time of

Making ye Promise & Assumption aft was ready and often offered & Still is ready to

Marry ye Same Joshua Yet ye said Joshua not Regarding his Promise and

Assumptions aft but Contriving & Fraudulently Intending to Deceive and

Defraud ye said Sarah in this

Behalf hath not Married her ye said Sarah (although often Requested ye aft Joshua after

his Promise and Assumption aft made So to do) but altogether Refused

And ye said Joshua at Somerset County aft Days

hitherto Many hitherto hath refused and Still doth refuse whereupon ye said

Sarah says She is worse and hath Damage to ye Value of Some hundred Pounds

Current money of Maryland & therefore he Brings Suit &c

Pledges &c

And ye aft Joshua Hoffington by Samuel Wilson his Attorney & Defends ye Force

& Injury When & And Says Sarah Should not Compel him until next Court to

be held at Princess Ann Town ye third Tuesday of August then next Following &c

he hath & ye same day is Given to ye aft Sarah then also &c

At which day here Came as well ye aft Sarah as ye aft Joshua by their Attys

Assigned