

Dutchess County Ancient Documents #2544  
Transcribed by William P. Tatum III  
May 30, 2014

“October Court of Common pleas in the year of our Lord one thousand and seven hundred and fifty one

Dutchess ss. Nathaniel Berry Complains of Joseph Boyce and John Hamblin otherwise Called &cr in Custody of Isaac Brinckerhoff Esq<sup>r</sup> high Sheriff of dutchess County for that whereas that they the Said Joseph and John on the Seventeenth day of October in the year of our Lord one thousand Seven hundred and fifty at poghkeepsie in Dutchess County and within the Jurisdiction of this Court made their Certain note in writing Commonly Called a promissory note with their proper hands thereunto Subscribed the date whereof is the day and year abovesaid by which Same note they the Said Joseph and John Did promise to Deliver to the Same Nathaniel a tun of Good merchantable iron at the place Called the works of them the Said Joseph & John in dover on or before the thirtieth day of November the next Ensuing for value by them the said Joseph and John Received of the same Nathaniel by virtue whose of and Also by force of the Statue in Such Cases Lately made and provided they the Said Joseph and John became chargable and Lyable to deliver unto the Same Nathaniel the aforesaid tun of good & merchantable iron at the time and place in the note aforesaid for that purpose mentioned and per fixed and see Thereof being indebted they the said Joseph and John in Consideration thereof Afterwards to witt the day and year aforesaid at the place and within the Jurisdiction aforesaid promised to Deliver to the Same Nathaniel a tun of Good and merchantable iron when they Should be there unto afterwards required according to the tenor and Effect of the Said Note Nevertheless they the Said Joseph and John their promise and Assumption aforesaid made not regarding but contriving and fraudulently intending the same Nathaniel in this behalf Craftily and Subtelly to Deceive and Defraud the aforesaid ton of iron or any part thereof unto the same Nathaniel have not delivered Altho so to do they the said Joseph and John afterwards to witt the tenth day of december in the year of our lord one thousand and seven hundred & fifty at the place and within the Jurisdiction aforesaid by the same Nathaniel have been thereto required but the Same to him the said Nathaniel as yet to deliver they the Said Joseph and John have altogether refused and Still do refuse to the Damage of the same Nathaniel thirty five pounds and thereof he brings his suit &cr

Alsop Atty P Def<sup>n</sup>} pledges &cr

Dutchess SS Nathaniel Berry puts in his place John Alsop his attorney against Joseph Boyce & John Hamblin in a plea of trespass upon the Case.”