

Supreme Court. Of July Term to wit. of the
fifteenth day of September of
the term of July ~~term~~ in the year
one thousand eight hundred
and forty five

Westchester County ss: William Knight plaintiff
in this suit by John Curry his attorney comes into
this court according to the Statute authorizing the
commencement of suits by declaration and
complaints of Simonson Purdy and Morgan
McKord defendants in the same suit of a
plea of trespass on the case upon promises

For that Whereas the said defendant, on the thirteenth day of September in the year
of our Lord one thousand eight hundred and forty five at the town of Cortlandt

in said County were
indebted to the said plaintiff in the sum of Three Hundred dollars,
lawful money of the United States of America, for so much money before that time lent and advanced by the said plaintiff to
the said defendant, and at the special instance and request of the said defendant. And being so indebted, the said defendant,
in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, and at the place aforesaid, undertook, and then
and there faithfully promised the said plaintiff well and truly to pay unto the said plaintiff the said sum of money last above men-
tioned, when the said defendant should be thereunto afterwards requested. And whereas also the said defendant afterwards, to
wit, on same day and year last aforesaid, and at the place aforesaid, ~~was~~ indebted to the said plaintiff in the further sum of
Three Hundred dollars, like lawful money as aforesaid, for so much money before that
time paid, laid out and expended by the said plaintiff to and for the use of the said defendant, and at the like special instance
and request of the said defendant. And being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on
the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plain-
tiff well and truly to pay unto the said plaintiff the said sum of money last above mentioned, when the said defendant should
be thereunto afterwards requested. AND whereas also the said defendant afterwards, to wit, on the same day and year last afore-
said, and at the place aforesaid, ~~was~~ indebted to the said plaintiff in the further sum of Three Hundred
dollars, like lawful money as aforesaid, for money before that time had and received by the said defendant
to and for the use of the said plaintiff. And being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on
the same day and year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff
well and truly to pay unto the said plaintiff the said sum of money last above mentioned, when the said defendant should be
thereunto afterwards requested. And whereas also the said defendant afterwards, to wit, on the same day and year last afore-
said, and at the place aforesaid, accounted together with the said plaintiff of and concerning divers other sums of money before
that time due and owing from the said defendant to the said plaintiff and then and there being in arrear and unpaid, and upon
such accounting the said defendant then and there ~~was~~ found to be in arrear, and indebted to the said plaintiff in the further
sum of Three Hundred dollars, like lawful money as aforesaid. And being so found in
arrear and indebted to the said plaintiff the said defendant, in consideration thereof, afterwards, to wit, on the same day and
year last aforesaid, and at the place aforesaid, undertook, and then and there faithfully promised the said plaintiff well and truly to
pay unto the said plaintiff the said sum of money last above mentioned, when the said defendant should be thereunto after-
wards requested. NEVERTHELESS the said defendant (although often requested, &c.,) ~~have~~ not yet paid the said several
sums of money above mentioned, or any or either of them, or any part thereof, to the said plaintiff but to pay the same, or any part
thereof, to the said plaintiff the said defendant ~~have~~ hitherto wholly refused, and still do refuse, to the damage of the said
plaintiff of Three Hundred dollars, and thereof the said plaintiff brings suit, &c.

John Curry of Cortlandt
attorney for plaintiff

To the within named defendants. Take notice that the following is a copy of the promissory note upon which this action is brought and which will be given in evidence under the money counts contained in the within declaration and is the only cause of action on which the plaintiff relies in this suit.

Yours &c
 John Currey attorney for P & M

"\$80.00"
 "Thirty Days after date We promise To pay to
 "the order of William Knight Eighty Dollars
 "at the Westchester Co. Bank For Value
 "Recd
 "Purdy & M^c Cord
 "Peekskill Aug 7th 1845"

(Indorsed)
 "William Knight"

Supreme Court.
 William Knight
 vs
 Simeon Purdy &
 Morgan M^c Cord
 Copy declaration filed
 pursuant to Statute

John Currey
 of Peekskill Ct. of
 atty for P & M

Take notice that you are required to plead to the declaration filed pursuant to the Statute in this cause, of which the within is a copy, in 20 days after service of a copy of the said declaration and of this notice, or that default be entered. Dated September 15th 1845

Yours &c
 John Currey
 atty for P & M

To the above
 defendants