

Defend^t said promise, did at said Stratford
afterwards (viz) on the Day & Year last aforesaid upon
the said request of the Defend^t. make Insurance for him
the Defend^t. to the Amount of four Thousand Dollars
upon the Body, Tackle, Apparel, Ordnance, Munition,
Artillery, Boat & Other Furniture of the aforesaid Brigantine
called the Sally & Betsey from the said Port of Newfield, to
the Island of Martinico, or any other Island or Islands in
the West Indies, that was then open & free to American
Vessels at & from thence back to the said Port of Newfield
& subscribe a Policy of Insurance whereby the Plts
became bound & holden by such Policy to the Defend^t
as Insurers to the Amount of said Sum of four Thousand
Dollars upon the Body, Tackle, Apparel, Ordnance,
Munition, Artillery, Boat, & Other Furniture of & in said
Brigantine or Vessel called the Sally & Betsey whereof
the said Benjamin Wheeler was then Master from Newfield
to the Island of Martinico, or any other Island or Islands
in the West Indies that were then open & free to
American Vessels at & from thence back to the said Port
of Newfield, & did on the same Day & Year last aforesaid,
at said Stratford deliver to him the Defend^t. said Policy
so subscribed as aforesaid by the Plts. Now the Plts
say, that the Defend^t. his said promise not regarding
never hath paid to the Plts, or either of them, the Sum
of three hundred & twenty Dollars, or any part thereof
(though often requested & demanded, but the said Sum of

Three hundred & twenty Dollars, or any part thereof
to pay to the Plts, or either of them, he the Defend.
hath totally refused & still doth refuse to pay the
same; to the Damage of the Plts, the Sum of £126,
Lawful Money, for the Recovery whereof with just Costs
the Plts bring this Suit, heretofore fail not, but of this Writ
with your doings thereon, make due return Dated at
Newtown the 6th Day of February A.D. 1795.

State duty of two shillings is paid on this Writ

Certified & signed
by David Baldwin Justice of Peace

Fairfield County Js; Newtown February the 6th A.D. 1795 -
I then read the within Writ, in the hearing of the within
named Luther Harris

Jess^{ts} - Just Herzekiah Clark Sheriffs Deputy

Fairfield Adjourned County Court, Danbury February last
Tuesday A.D. 1795 - Now the Defend. in Court pleads & says
he never did assume & promise in manner & form as the
Plts in their declaration have alledged & thereof he puts
himself on the Country - Edmund for Defendant

Fairfield County Court April Term A.D. 1795 - The Defend.
in Court, pleads & says, the Plts declaration & matters therein
contained are Insufficient in Law &c Judg. &c
Edmond for Defend.

And the Plts say their declaration is sufficient Judg. &c
Edwards } for Plaintiffs.
Walker }

The above & foregoing is a true Copy of the Original
Writ & endorsement & pleas thereon as on file
Exam. by, David Burr Clerk

any part thereof
the Defend.
to pay the
sum of £126
with just costs
of this writ
return Dated at
1795
on this writ
in Justice of Peace
6th D. 1795
of the within
Deputy
February last
A pleads & says
in form as the
end of the facts
Defendant

75 - The Defend.
in matters therein
Defend.
Official Judge &c
& Plaintiffs.
The Original
file
(with)

At a County Court holden at Fairfield, within & for
the County of Fairfield, on the 3. Tuesday of April 1795
John Davenport & James Davenport of Stamford, Esqrs
Gold Hoyt & Eliphalet Lockwood of Norwalk, David Hubbel
Richard Hubbell & Amos Hubbell of Fairfield, Josiah
Lacey, Lambert Lockwood, Salmon Hubbell, Joseph Walker,
Victory Wetmore & Robert William Wetmore of Stratford &
all of said County, Prosper Wetmore of the City, County &
State of New York, Elijah Boardman & Daniel Boardman
of New Milford in the County of Litchfield, Merchants
in Company, by the Name & firm of the Stratford
Insurance Company Plaintiffs. v. Luther Harris of
New Town in said County of Fairfield Defendant. In
a plea of Trespass on the Case, demanding in Damages
£126. 0. 0 Lawful Money as p. Writ on file dated February

6th D. 1795 This cause first came to the Adjourned
County Court holden in February last. & from thence by
continuance here - And now at this Court, the parties
appeared & were joined & heard on a Demurrer to the
Plts declaration as on file.

This Court on Consideration thereof are of
Opinion, that the Plts declaration is sufficient & have
thereupon considered that the Plts shall recover of the Defd
the Sum of One Hundred & twenty six Pounds Lawful
Money Damages & their Cost taxed at £

The Defend. is Admitted an Appeal to the
Supr Court to be holden at Danbury, within & for the
County of Fairfield, on the 2. Tuesday of August Next

and David Beers of New Town Acknowledged himself
bound & Indebted to the P^{ts} in a Recognizance of Forty
Pounds Lawful Money payable to the P^{ts} if the Def^t
fails to prosecute his Appeal to effect & answer all
Damages in case he makes not his plea good
Acknowledged in Court
before David Burn Clerk

Attest my Office

Received five shillings
duty on this appeal
Test David Burn Clerk

Enam. by David Burn Clerk