and the said Margery Fowke by her attorney aforesaid as before defends the force and injury when and so forth and will avow the taking of the said goods and chattels aforesaid in the place in which and so forth and justly and so forth because she saith that the same place where the taking of the goods and so forth is supported to be contain and at the same time when the taking of those goods and so forth supposed to be did contain in itself a certain messuage or tenement lying in the county aforesaid commonly called The Mill Top of which said messuage the said Margery before the said time when was seized in her demesne as of fee and being so thereof seized it was agreed between her and the said Kennedy before the said times when and so forth to wit on the first day of January in the year eighteen hundred and seven at the county aforesaid that the said Kennedy should enter into the same in which and so forth and should occupy the same in which and so forth, for one whole year from the said day and year aforesaid until the first day of January in the year thereafter fully to be complete and ended and so from year to year so long as it shall please both parties the said Kennedy rendering and paying therefore yearly and every year to the said Margery the sum of four hundred dollars current money by virtue whereof the said Kennedy into the said place in which entered and the same for two whole years from the day and year first aforesaid next ensuing had and occupied and because the sum of eight hundred dollars the rent aforesaid for the two years aforesaid before the aforesaid time when and so forth was in arrear and unpaid to the said Margery at the time when and so forth, the said Margery will avow the taking of the goods aforesaid in the said place where and so forth and unjustly and so forth for the said sum so in arrear as aforesaid as in the said place in which and so forth and which to the distress of the said Margery in form aforesaid was charged and bound and this she is ready to verify; wherefore she prays judgment and a return of the goods and so forth to be adjudged when and so forth. and the said Clement Kennedy by his attornies aforesaid saith that he by any thing in the avowry of the said avowant from having and maintaining his said action to be precluded ought not because he saith that it was agreed by and between the said plaintiff and avowant that she would repair the

stone house on the said messuage rented to the said plaintiff by the said avowant and the said plaintiff avers that the said avowant did not repair the said stone house as agreed though thereto requested by the said plaintiff to wit on the said first day of January in the year 1807 and often afterwards whereby the said Plaintiff was greatly injured to the amount of eighty pounds current money and this he is ready to verify. and the said Margery Fowke says that the plea aforesaid by the said Clement Kennedy Junr in manner and form above in replying pleaded and the matters therein contained are not sufficient in Law for the said Clement Kennedy Junr to have or maintain his action aforesaid thereof against her the said Margery Fowke and that she to the plea aforesaid in manner and form aforesaid pleaded hath no necessity nor is she by the law of the land obliged in any manner to answer and this she the said Margery Fowke is ready to verify; Wherefore for want of a sufficient replication in this behalf the same Margery Fowke prays judgment and that the said Clement Kennedy Junr may be precluded from his action aforesaid thereof against her had &c and the said Clement Kennedy Junior says that the plea aforesaid by him the said Clement Kennedy Junr in manner and form aforesaid above by replying pleaded and the matters therein contained are good and sufficient in law to maintain the action of him the said Clement Kennedy Junr aforesaid thereof against the said Margery Fowke which said plea and the matter in the same contained he the said Clement Kennedy Junr is ready to verify and prove as the court &c and he therefore prays judgment &c. Whereupon all and singular the premises being by the court here seen heard and fully understood and mature deliberation thereupon had for that it appears to the court here that the said plea of the said Clement Kennedy Junr by way of reply to the said plea of the said Margery Fowke and the matters therein contained are in no wise sufficient in law for the said Clement Kennedy Junr to have and maintain the action aforesaid against the said Margery Fowke as the said Margery Fowke hath above alleged; Therefore it is considered by the court here that the said Clement Kennedy Junr further reply to the plea aforesaid of the said Margery Fowke and the said Clement Kennedy Junr saith that the said Margery Fowke for the reasons before alleged ought not to avow the taking of the goods &c aforesaid in the said place where &c just because he saith