shall or may be done on the premisses mentioned in the said Lease Then the above Obligation to be Void and of no effect otherwise to remain in full force and Vertue in Law.

A Copy of which a foregoing Declaration was made & Sent with the Writ in the Plea aft.

At which said Second Tuesday of April to witt the 13th Day of the Same month Anno Dom: 1742 being the Day of the return of the aforegoing Writ comes the said John Wamoley by Wm. Cumming his attorney and the Sheriff of Amar. County to whom the Same Writ was Directed Likewise comes and makes return thereof to the Court here thus Endorsed Viz. Sepi Copy Served in time p John Darnall Shff.

And the said Joshua Cross by Daniel Dulany his attorney comes and Defends the force and Injury &c. And prays leave to imparle hereunto untill next Court & he hath it and the Same Day is given to the Plft. Also.

At which said next Court to witt the 12th Day of October Anno Domini 1742 come again the said Parties Plft. and Deft. by their attorneys aft. and the said Deft. by his said attorney prays further leave to imparle hereunto untill next Court and he hath it and the Same Day is given to the Plft. Also

At which said next Court to witt the 17th Day of may Anno Dom: 1743 come again the said Parties Plft. and Deft by their attorneys aft. and the said Deft. by his said Attorney prays further leave to imparle hereunto untill next Court & he hath it and the Same Day is given to the Plft. Also.

At which said next Court to witt the 18th Day of October Anno Dom: 1743 come again the said Parties Plft. & Deft. by their Attorneys aft. and the said Deft. by his said attorney Prays further Leave to imparle hereunto untill next Court and he hath it and the Same Day is given to the Plft. Also.

At which said next Court to witt the 1st Day of Aprill Anno Dom: 1744 come again the said Parties Plft. & Deft. by their Attorneys aft. Thereupon the said cause is by consent of the said Parties continued untill next Court

At which said next Court to witt the 11th Day of

(September)

September Anno Dom 1744 comes again as well the said John Wamoley by his attorney aft. as the said Joshua Cross by his said attorney aft. and the said Joshua by his said attorney as before Defends the force and Injury when &c. and Saith that the aft. John his action aft. therefore against him to have ought not because he saith that he the said Joshua hath well and truly performed all and Singular the Covenants on his part mentioned in the Deed of Lease in the Condition aft. mentioned and did allow unto the said John Wamoley for all repairs and Buildings that were done on the premisses mentioned in the said Lease according to the form and Effect of the said Condition and this he is ready to verify e Wherefore he prays Judgment if the aft. John his Action aft. against him the said Joshua to have ought &c.

And the aft. John saith that he by any thing by the aft. Joshua above by Pleading alledged from haveing his action aft. against him the said Joshua ought not to be precluded because protesting that the said Joshua hath not performed all and Singular the Covenants on his part in the aft. Deed of Lease mentioned according to the form and Effect thereof of the said Joshua above by Pleading hath alledged for Plea the said John Saith that after the makeing the writeing Obligatory aft. and before the Impetration of the aft. Writ of him the said John to witt on the tenth Day of December in the year of our Lord Seventeen hundred and thirty nine at Annarundel County aft. the aft. John did Expend and Layout on a Tract or parcel of Land called Beards Dock lying and being near South River ferry formerly in the possession of Wm. Whitehead and on the Improvements and appurtenances thereto in the aft. Lease mentioned for the Necessary repairs and Buildings following for Building one foot Tobacco house and two Corn houses and for Covering and repaining the ferry house Diverse Sums of money amounting in the Whole unto the Sum of forty Seven Pounds Six Shillings and Six pence Currant money Whereof the aft. Joshua afterwards to witt on the tenth Day of April Seventeen hundred and forty at the County aft. had Notice & altho the aft. Joshua hath been often ~~afterwards~~ by the said John thereunto required the aft. Sum of forty Seven Pounds Six Shillings & Six Pence Current money aft. or any part to him the said John hath not paid or allowed but the Same or any part thereof hitherto to pay or allow he hath altogether refused contrary to the form & Effect

(of)