Anno Domi. 1752 And the Day of the return of the abovesaid Writt comes the said John Stanfield by Daniel Dulany Junr. his Attorney and the Sheriff of Saint Marys County to whom the same Writt was directed likewise comes and makes return thereof to the Court here thus Endorsed viz.

Cepi Copia in time of Mr. Lock Sheriff

And the said John Attaway Clark by Jeremiah Chase his Attorney comes and defends the force and injury when and so forth And prays an hearing of the Writing Obligatory &c. and also of the Condition thereof and he hath them in these words and figures following to wit

Maryland &c. Know all Men by these Presents that I John Attaway Clark of St. Marys County in the Province of Maryland Gent am held and firmly bound unto John Stanfield of the said County Planter in the full and just Sum of two hundred Pounds Sterling Money of Great Brittain to be paid to the said John Stanfield or his certain Attorney Executors or Admrs. or Assigns to the which Payment well and truly to be made and Don I do bind myself my Heirs Exrs. Admrs. & every of them firmly by these Presents sealed with my Seal and dated this 3 Day of Decr. 1751 The Conditions of the above Obligations is such that if the above Bound John Attaway Clark shall and do make the said Stanfield a good and sufficient Lease for the Term of for two Hundred Acres of Land part of Piney Point & where the said Clark now lives for Twenty one years from the Date of the said Lease for the yearly Rent of One Thousand Pounds of Tobacco for Year and I the said Clark oblige myself to Defend the said Land from all Persons whatsoever to the said Stanfield his Heirs Executors Admrs. & that the said Stanfield his Heirs Exrs. Admrs. is to have free Liberty of the Neck for his Stock & Timber for the Plantation use and I the said Clark obliges myself that my Wife shall acknowledge the said Lease according to the Directions of the Laws of Maryland & I the said Clark do oblige myself to clear him the said Stanfield of all the back Rents for the Land wherein he now lives and I the said Clark do oblige myself my Heirs &c. to let the said Stanfield have his Wheat that he has sowed on the Land where he now lives or Exchange it with him for Wheat at Piney Point to his satisfaction and further hereafter if the said John Stanfield shall at any time incline to give up the above said Lease I the said Clark do oblige myself my Heirs &c. to pay him the said Stanfield Ten Pistoles at any time within the Term of five Years then the above Obligation to be of no Effect or else to be remain in full force Power and vertue in Law

Signed Seald and Delivered in Presence of us — Jno. Attaclarke [Seal]

R. Hammett, Stephen Chilton

Which being read and heard the said John Attaway Clark by his said Attorney prays leave to Imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also

At which said next Court to wit the tenth Day of April Anno Domi. 1753 come again the said Parties Plaintiff and Defendant by their Attorneys aforesd. and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it & the same Day is given to the Plaintiff also. At which said next Court to wit the Eleventh Day of Septr. Anno Domi. 1753 come again the said Parties Plaintiff and Defendant by their Attorneys aforesd. and the said Defendant by his said Attorney prays further leave to imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also

At which said next Court to wit the twenty first Day of May Anno Domi. 1754 comes again as well the said John Stanfield by his Attorney aforesd as the said John Attaway Clark by his Attorney aforesd And the said John Attaway Clark by his said Attorney as before Defends the force and injury when and so forth And saith that he ought not to be charged with the Debt aforesaid by virtue of the Writing Obligatory aforesd. Because he saith that that Writing is not his Deed and of this he puts himself upon the Country And the said John Stanfield in like manner

(and)

And the said John Attaway Clark by his Attorney aforesd by leave of the Court here first had according to the form of the Statute in such Case made and provided further Defends the force and injury when and so forth And saith that the said John Stanfield ought not to have or maintain his Action aforesd thereof against him because he says that he from the time of the making the Writing Obligatory aforesd hitherto hath well and faithfully observed performed and fulfilled all and every thing in the Condition aforesd mentioned on his part to be performed observed and fulfilled according to the form and effect of the said Condition to wit at Saint Marys County aforesd and this he is ready to verify wherefore he prays judgment if the said John Stanfield ought to have or maintain his Action aforesd thereof against him and so forth

And the said John Stanfield as to the second Plea of the said John Attaway Clark above pleaded saith that he by any thing by the said John Attaway Clark pleaded from maintaining his Action aforesd against him ought to be precluded Because protesting that the said John Attaway Clark hath not observed performed and fulfilled any thing in the Condition aforesd specifyed on his part to be observed performed & fulfilled according to the form and effect of the said Condition for Plea the said John Stanfield saith that the said John Attaway Clark hath not made the said John Stanfield a good and sufficient Lease for two Hundred Acres of Land part of Piney Point and where the said John Attaway Clarke lived on the aforesd third Day of December in the Year of our Lord seventeen hundred and fifty one for the Term of twenty one Years from the Date of the said Lease for the yearly Rent of One Thousand Pounds of Tobacco by the year according to the form and effect of the Condition aforesd & this the said John Stanfield is ready to verify Wherefore he prays Judgment and the Debt aforesd together with the Damages occasioned by the Detention of that Debt to him the said John Stanfield to be Adjudged &c.

And the said John Attaway Clark saith that he did make the said John Stanfield a good and sufficient Lease for two hundred Acres of Land part of Piney Grove and where he the said John Attaway Clark lived on the aforesd third Day of December in the Year of our Lord seventeen hundred and fifty one for the Term of twenty one years from the Date of the said Lease for the Yearly Rent of One Thousand Pounds of Tobacco by the Year according to the form and effect of the Condition aforesd to wit at Saint Marys County aforesd and this he prays may be enquired of by the Country and so forth And the aforesd John Stanfield in like manner

Whereupon for trying the Issues aforesd Command is given to the Sheriff of Saint Marys County that he cause to come before the Justices of the Provincial Court at Annapolis the third Tuesday of October next or before the Justices appointed to take the Assizes in Saint Marys County on Thursday the nineteenth Day of September next to the County Court House in the said County come Twelve Good & Lawfull Men of his Baliwick by whom &c. who neither &c. To Recognize &c. Because as well &c.

Afterwards the Precept aforesd between the Parties aforesd being by the Jury put thereon in Respite here until the third Tuesday of October next unless the Justices of this Lordships the Lord Proprietary to take the Assizes in the said County assigned on Thursday the nineteenth Day of September next to the County Court House in the said County shall come

Afterwards to wit at the Day and Place last abovementioned before the Honble John Brice Esqr. one of his Lordships Justices of the Provincial Court assigned to take the Assizes in Saint Marys County according to the directions of the Act of Assembly in such Case lately made and provided comes as well the aforesd John Stanfield by Henry Darnall his Attorney as the aforesd John Attaway Clark by Jeremiah Chase his Attorney and the Jurors of that Jury whereof mention was before made being called likewise come to wit Gillett Ireland, George Rogers, Thomas Greenfield, Stephen Shelton, Samuel Abell Junr., Philip Griffin, Richard Barnhouse, James Greenwell Samuel Abell Son of John, Joseph Hebb, John Cartwright and

(John)