Damage of the said Nicholas the Sum of Three hundred pounds Sterling money aforesaid and thereof he brings Suit and &c.

Pl. Ff. John Dodd & Richd Rob

And the said John Gassaway administrator as aforesaid by Stephen Woodley his Attorney Comes and Defends the force and Injury when and &c. and 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 24th day of October Anno Domini 1755 Came again the said parties Plaintiff and Defendant by their Attorneys aforesaid 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 18th day of May Anno Domini 1756 Come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid 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 19th day of October Anno Domini 1756 Came again here as well the said Nicholas Maccubbin by his Attorney aforesaid as the said John Gassaway Administrator as aforesaid by his Attorney aforesaid And the aforesaid John Administrator as aforesaid by his Attorney aforesaid as before Defends the force and Injury when and &c. and protesting that the Declaration aforesaid and the matters therein Contained are not Sufficient in Law for the said Nicholas to have or maintain his Action aforesaid to which he hath no need nor by the Law of the Land is bound to answer for plea he says that the aforesaid John says that the aforesaid Isaac did not in his life time assume upon himself in manner and form as the aforesaid Nicholas above against him hath Complained and of this he puts himself upon the Country and &c. and the said Nicholas in like manner

And the aforesaid John by leave of the Court here according to the form of the Statute in such Case lately made and provided further Defends the force and Injury when and &c. and says that the aforesaid Nicholas his Action aforesaid thereof against him the said John to have or maintain Ought not because he says that the aforesaid Isaac in his life time to wit on the third day of October in the year of our Lord Seventeen hundred and fifty three at Ann Arundell County aforesaid by his certain writing Obligatory bearing date the same day and year bound himself and his Administrators to a certain Benjamin Tasker Esquire in the Sum of Two hundred pounds Sterling to be paid to the same Benjamin when afterwards he should be thereunto required

(Which)

Which said Sum of Two hundred pounds Sterling at the time of the Death of the said Isaac was Justly and truly due to the aforesaid Benjamin and not paid or in any manner satisfied, and the aforesaid John further says that he since the Death of the aforesaid Isaac to wit on the third day of June Seventeen hundred and fifty five at aforesaid County aforesaid to the said Benjamin the Sum of One hundred and Ten pounds Sterling in full Satisfaction and Discharge of the said Writing Obligatory and the said John further in Fact saith that he hath fully administered all and singular the Goods and Chattles which were of the aforesaid Isaac at the time of his Death in his hands to be administered and that he hath not any Goods and Chattles which were of the said Isaac at the time of his death in his hands to be administered nor had he on the day of the Impetration of the Original writ of the aforesaid Nicholas now or ever afterwards Except Goods and Chattles to the Value of One hundred and Ten pounds Sterling which to the Satisfaction and Discharge of the Debt aforesaid to the aforesaid Benjamin Tasker was bound and Subject and this he is ready to verify whereupon he prays Judgment if the aforesaid Nicholas his Action aforesaid against him the said John to have or maintain Ought and &c. &c.

And the aforesaid Nicholas as to the second plea of the aforesaid John saith that he by any thing by the said John above in pleading alleged from having and maintaining his Action aforesaid ought not to be precluded because he saith that he the said Nicholas before the payment of the said Sum of One hundred and Ten pounds Sterling to the said Benjamin Tasker in the plea of the said John above mentioned to wit on the twenty first day of April in the year of our Lord One thousand Seven hundred and fifty five at aforesaid County aforesaid impetrated his Original writ in the Action aforesaid against the said John and after the Impetration of the Original writ of him the said Nicholas and before the payment of the said Sum of One hundred and Ten pounds Sterling to the said Benjamin Tasker in the plea of the said John mentioned to wit on the Tenth day of May in the year of our Lord Seventeen hundred and fifty five the said John had notice of the Protested Bill aforesaid in the Declaration of the said Nicholas above mentioned to wit at aforesaid County aforesaid and this he is ready to verify whereupon he prays Judgment and his Damages by Occasion of the premises to him to be adjudged &c.

And the said John says that the plea aforesaid by him the said Nicholas in manner and form as above by replying pleaded and the matter

(therein)