custody of the sheriff of the county aforesaid on that occasion.

And the said Stanislaus Knott by his attorney aforesaid prays that the said John Benson may declare against him in the plea aforesaid Whereupon it is ruled by the Court here that the said John Benson declare against the said Stanislaus Knott in the plea aforesaid and if the said John Benson doth not declare against the said Stanislaus Knott in the plea aforesaid judgment will be rendered against him in default thereof and the said John Benson by his attorney aforesaid prays leave of the Court here to imparle until the first monday of March next to declare against the said Stanislaus Knott in the plea aforesaid and he hath it the same day is given to the said Stanislaus Knott then &c.

At which said first monday of March in the year of our Lord one thousand eight hundred and twenty one until which day the said John Benson had leave to imparle and to declare against the said Stanislaus Knott in the plea aforesaid come into Court here as well the said John Benson as the said Stanislaus Knott by their attorneis aforesaid and the said John Benson by his attorney aforesaid prays further leave of the Court here to imparle until the second monday of November next and then to declare against the said Stanislaus Knott in the plea aforesaid and he hath it the same day is given to the said Stanislaus Knott then &c.

And now here at this day to wit the second monday of November in the year of our Lord one thousand eight hundred and twenty one until which day the said John Benson had leave to imparle and then to declare against the said Stanislaus Knott in the plea aforesaid come into Court here as well the said John Benson and Stanislaus Knott by their attorneis aforesaid and the said John Benson by his said attorney declares against the said Stanislaus Knott in the plea aforesaid as follows to wit.

State of Maryland Montgomery County to wit

Stanislaus Knott late of Montgomery County yeoman was summoned to answer unto John Benson in a plea that he render unto him the sum of one hundred and fifty five dollars and twenty five cents current money which he owes and from him he unjustly detains and &c. And whereupon the said John by name of John by Benjamin S Forrest his attorney saith that whereas the aforesaid Stanislaus on the sixteenth day of February in the year of our Lord one thousand eight hundred and twenty at Montgomery County aforesaid by his certain bill obligatory sixty days after date thereof promised to pay him the said John Benson by the name and description of John Benson or order one hundred and fifty five dollars twenty five cents with interest from the seventeenth day of February eighteen hundred and nineteen until paid for value received of him nevertheless the aforesaid Stanislaus although often requested so to do the aforesaid sum of money or any part thereof to the said John hath not rendered or paid but the same or any part thereof to the said John to render or pay the said Stanislaus hath hitherto altogether refused and still doth refuse. Wherefore the said John saith he is injured and hath damage to the value of three hundred dollars current money and therefore he brings suit and &c. And the said John brings into Court here the writing obligatory aforesaid sealed with the seal of the said Stanislaus which testifies the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid and &c. Benjamin S Forrest Plffs attorney pledges &c John Doe & Richard Roe.

The writing obligatory mentioned in the declaration aforesaid expires as follows to wit.

Sixty days after date we or either of us promise to pay Mr John Benson or order one hundred and fifty five dollars twenty five cents with interest from the 17th day of February 1819 until paid for value received witness our hands and seals this 16th day of February 1820.