against the said Joseph N Stockett in the plea aforesaid, and he hath it, the same day is given to the said Joseph N Stockett then and so forth. At which said third Monday of April being the seventeenth day of the said month in the year of our Lord one thousand eight hundred and twenty six until which day the said Nicholas Watkins of Thomas had leave to imparle and then to declare against the said Joseph N Stockett in the plea aforesaid comes again into the county court here as well the said Nicholas Watkins of Thomas by his attorney aforesaid, as the said Joseph N Stockett by his attorney aforesaid, and the said Nicholas Watkins of Thomas by his attorney aforesaid prays further leave of the court here to imparle until the third Monday of October next to declare against the said Joseph N Stockett in the plea aforesaid, and he hath it, the same day is given to the said Joseph N Stockett then and so forth. At which said third Monday of October being the sixteenth day of the said month in the year of our Lord one thousand eight hundred and twenty six until which day the said Nicholas Watkins of Thomas had further leave to imparle and then to declare against the said Joseph N Stockett in the plea aforesaid comes again into the county court here the said Joseph N Stockett by his attorney aforesaid. and the said Nicholas Watkins of Thomas by his attorney aforesaid declares against the said Joseph N Stockett in the plea aforesaid as follows that is to say. State of Maryland, Anne Arundel county to wit, Joseph N Stockett late of said county yeoman was attached to answer unto Nicholas Watkins of Thomas in a plea of trespass on the case and so forth. And whereupon the said Nicholas by Addison Pedrow his attorney complains that whereas the said Joseph on the first day of August in the year of our Lord one thousand eight hundred and twenty five at the County aforesaid was indebted unto the said Nicholas in the sum of two thousand four hundred dollars current money for the use and occupation of divers tracts, five hundred acres of land situate and being in Anne Arundel county aforesaid by him the said Joseph and at his request and by the permission of the said Nicholas for a long time before then elapsed had held used occupied possessed and enjoyed and being so indebted he the said Joseph in consideration thereof afterwards that is to say on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised the said Nicholas to pay him the said sum of current money when he should be thereto afterwards requested. And whereas the said Joseph afterwards that is to say on the same day and year aforesaid at the county aforesaid in consideration that the said Nicholas at the like request of the said Joseph had before that time permitted the said Joseph to have held use occupy possess and enjoy five hundred other acres of land situate in the county aforesaid, and that the said Joseph according to that permission had held used occupied possessed and enjoyed the same for a long time before then elapsed, he the said Joseph then and there undertook and faithfully promised the said Nicholas that he the said Joseph would well and truly pay the said Nicholas so much current money as he therefore reasonably deserved to have of the said Joseph for such use and occupation of the said five hundred acres of land so let and rented as aforesaid when he should be thereto afterwards requested and the said Nicholas avers that he therefore reasonably deserved to have of the said Joseph

for the said other five hundred acres of land so let and rented as aforesaid other sum of two thousand four hundred dollars current money that is to say at the county aforesaid whereof the said Joseph afterwards that is to say on the same day and year aforesaid had notice. and whereas also afterwards that is to say the same day and year aforesaid at the county aforesaid the said Joseph was indebted to the said Nicholas in the further sum of two thousand dollars current money for the work and labour care and diligence of the said Nicholas by him the said Nicholas and his servant negroes and slaves before that time done performed and bestowed in and about the business of the said Joseph and for the said Joseph and at his special instance and request and being so indebted, he the said Joseph in consideration thereof afterwards that is to say on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised to pay him the said sum of current money when he thereto afterwards requested. And whereas also afterwards that is to say on the day and year aforesaid at the county aforesaid in consideration that the said Nicholas at the like instance and request of the said Joseph had before that time done performed and bestowed by him the said Nicholas and by his servants, slaves and negroes as aforesaid other his work and labour care and diligence in and about other the business of the said Joseph and at his like request he the said Joseph then and there undertook and faithfully promised the said Nicholas to pay him so much money as he therefore reasonably deserved to have for the same when he the said Joseph should be thereto afterwards requested and the said Nicholas avers that he therefore reasonably deserved to have of the said Joseph for the said work and labour care and diligence last above mentioned other sum of two thousand dollars current money that is to say at the county aforesaid whereof the said Joseph afterwards that is to say on the same day and year aforesaid had notice. And whereas also the aforesaid Joseph afterwards that is to say on the day and year aforesaid at the county aforesaid accounted together with the said Nicholas of and concerning divers other sums of money before that time due and owing from the said Joseph to the said Nicholas and then and there being in arrear and unpaid and upon that account the said Joseph was then and there found in arrear and indebted to the said Nicholas in another sum of five thousand dollars current money and being so found in arrear and indebted the aforesaid Joseph in consideration thereof afterwards that is to say the same day and year aforesaid at the county aforesaid undertook and to the said Nicholas then and there faithfully promised that he the said Joseph would well and truly pay and satisfy to the said Nicholas the last aforesaid sum of five thousand dollars current money. Nevertheless the said Joseph although often requested by the said Nicholas that is to say on the day and year aforesaid at the county aforesaid hath not yet paid the said several sums of money or either of them or any part of them to the said Nicholas but to pay the same or any part thereof to the said Nicholas the said Joseph hath hitherto wholly refused and still doth refuse to pay the same to the said Nicholas to the damage of the said Nicholas in the sum of ten thousand dollars current money and therefore he brings his suit and so forth.

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