he hath it, the same day is given to the said James M'Creary then &c.

At which said second Monday of March in the year of our Lord one thousand eight hundred and thirty one, until which day the said Benjamin M'Creary had leave to imparle and then to answer to the declaration of the said James M'Creary in the plea aforesaid comes again into the County Court here as well the said James M'Creary by his attorney aforesaid, as the said Benjamin M'Creary by his attorney aforesaid. And the said defendant by Albert Constable his attorney comes and defends the wrong and injury, when and so forth, and says that he does not owe the said sum of money above demanded, or any part thereof, in manner and form as the said Plaintiff hath thereof above complained against him, and of this he the said Defendant puts himself upon the County and so forth. And the said Defendant for further plea in this behalf, by leave of the Court here for this purpose first had, and obtained, according to the form of the Statute in such case made and provided further comes and defends the wrong and injury when and so forth, and says that the said Plaintiff ought not to have or maintain his action aforesaid thereof against him the said Defendant because he says, that the said Plaintiff, before and at the commencement of this suit, to wit, on the first day of June Eight teen hundred and thirty, at Harford County aforesaid, was and still is indebted to him the said Defendant in a large sum of money, to wit, the sum of five hundred dollars current money for sundry matters properly chargeable in account as by the particular account therefor herewith into Court brought may and doth more fully and at large appear. And also in answer like sum of money for divers bushels of wheat, corn, rye, oats and potatoes, and for divers pounds of Lard, tallow, bacon, flour and beef, and for divers hundreds of hay and blades, by the said Defendant to the said Plaintiff, before that time sold and delivered, and at his the Plaintiffs special instance and request. And also in another like sum of money for divers Horses, Cows and hogs by the said Defendant to the said Plaintiff sold and delivered and at his the said Plaintiffs like special instance and request, and also in another like sum of money for so much other money by the said Plaintiff before that time had and received to and for the use of the said defendant; and also, in another like sum of money, for money by the said defendant before that time lent and advanced to, laid out, paid and expended for the said Plaintiff and at his like special instance and request, and also in another like sum of money, for divers articles of merchandize, goods and wares before that time sold and delivered by the said defendant to the said Plaintiff, and at his like special instance and request. And also in another like sum of money for the use and occupation of certain messuage buildings farm and lands, with the appurtenances of the said defendant by the said Plaintiff and at his like special instance and request, and by the sufferance and permission of the defendant, for a long time before then elapsed, had, held used and occupied, possessed and enjoyed, and for other and for other money due and owing from him the said Plaintiff to the said Defendant upon an account stated between them and which said several sums of money still remain wholly due, owing and unpaid to the said Defendant by the said Plaintiff and which said sums of money so due and owing from the said Plaintiff to the said Defendant as aforesaid exceeds the damages sustained by the said Plaintiff, by reason of non performance by him the said Defendant of the said several promises and undertakings in the said declaration mentioned, and out of which said sum of money so due and owing from the said Plaintiff to the said Defendant he the



said Defendant is ready and willing and hereby offers to sett off and allow to the said Plaintiff the full amount of the said damages, according to the form of the Statute in such case made and provided and this he the said defendant is ready to verify: Wherefore he prays judgment if the said Plaintiff ought to have or maintain his aforesaid action thereof against him &c.

And further plea in this behalf the said Defendant by leave of the Court here first had and obtained according to the form of the statute in such case made and provided comes and further defends the wrong and injury when and so forth, and says that the said Plaintiff ought not further to have or maintain his action, aforesaid against him the said Defendant, because he says, that after the impetration of the writ in the suit he the said Plaintiff became indebted, and still is indebted to him the said defendant, in a large sum of money, to wit, the sum of five hundred dollars current money for divers matters properly chargeable in account, as by the particular account therefor herewith into Court brought, may and doth more fully and at large appear. And also, in another like sum of money, for divers pounds of Beef, tallow, lard, candles, bacon, and flour, and for divers hundreds of hay and blades, by the said Defendant to the said Plaintiff, before that time sold and delivered, and at his the Plaintiffs special instance and request. And also in another like sum of money for the use and occupation of certain rooms and apartments in and parcel of certain dwelling house messuage, buildings and lands with the appurtenances of the said Defendant by the said Plaintiff and at his like special instance and request and by the sufferance and permission of the said Defendant, for a long time then elapsed, had, held, used occupied possessed and enjoyed: And also in another like sum of money, for money by the said Defendant before that time lent and advanced to, paid laid out, and expended by the Defendant for the said Plaintiff and at his like special instance and request. And also in another like sum of money for so much other money by the said Plaintiff, before that time had and received to and for the use of the said Defendant, and also in another like sum of money for the use and possession of divers, Horses, Cows, boats and other necessary farming utensils of him the said Defendant by him the said Plaintiff had held and possessed and enjoyed and at his like special instance and request: and which said several sums of money, still remain wholly due owing and unpaid to the said Defendant by the said Plaintiff, and which said sums of money so due and owing from the said Plaintiff to the said Defendant as aforesaid, exceeds the damages sustained by the said Plaintiff, by reason of the non performance by him the said Defendant of the said several promises and undertakings in the declaration mentioned and out of which said sums of money so due and owing from the said Plaintiff to the said Defendant, he the said Defendant is ready, and willing and hereby offers to sett off and allow to the said Plaintiff the full amount of