another like sum of money, for so much other money, by the said Plaintiff before that time paid and received to and for the use of the said Defendants. And also in another like sum of money for the use and possession of divers Horses, Cows, Carts and other necessary farming utensils of him the said Defendants, by him the said Plaintiff, had held, used, possessed and enjoyed at his like special instance and requests: and which said several sums of money, still remain wholly due, owing and unpaid to the said Defendants by the said Plaintiff, and which said sums of money so due and owing from the said Plaintiff, to the said Defendants as aforesaid exceed the debts and damages in the said declaration mentioned, and out of which said sums of money, so due and owing from the said Plaintiff to the said Defendants, he the said defendant is ready and willing, and hereby offers to set off and allow to the said Plaintiff, the full amount of the said debt and 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 and maintain his aforesaid action against him &c.

Albert Constable, Atty for Defendants

And thereupon the said Benjamin M'Creary by his attorney aforesaid prays that the said James M'Creary may reply to the answer of him the said Benjamin in the plea aforesaid, Whereupon it is ruled by the Court here that the said James reply to the answer of him the said Benjamin in the plea aforesaid, And if the said James doth not reply to the answer of the said Benjamin judgment will be rendered against him by default and the said Plaintiff as to the said plea of the said Defendants by him above pleaded in bar says that he the said Plaintiff ought not to be barred from having or maintaining his action aforesaid against the said Defendants by reason of any thing in the said plea contained because he says that he the said Plaintiff is not indebted nor was he at any time indebted to the said defendants in manner and form as the said Defendants hath above in said plea alleged and this the said Plaintiff is ready to verify. Wherefore he prays judgment and his debt aforesaid together with his damages by him sustained by reason of the detention thereof to be adjudged to him and so forth. And the said Plaintiff further says, as to the said plea of the said defendants above pleaded that he the said Plaintiff ought not to be precluded from having and maintaining his aforesaid action against the said Defendants by reason of anything in the said plea contained because he says, that at the time of the impetration of the original Writ in this cause the said Defendants was indebted to the said Plaintiff in a large sum of money, to wit, the sum of five hundred dollars for like sum of money before that time paid laid out and expended for the use of the said defendants and at his special instance and request. And was also indebted to the said Plaintiff in another large sum of money, to wit, the sum of five hundred dollars for divers goods and chattels wares and merchandize before that time sold and delivered by the said Plaintiff to the said Defendants and at their special instance and request and was also indebted to the said Plaintiff in another sum of five hundred dollars for the work and labor of the said Plaintiff done bestowed and performed for the said

Defendants and at their special instance and request, and was also indebted to the said Plaintiff in another large sum of money to wit, the sum of one thousand dollars for divers articles matters and things properly chargeable in account, as by a particular account thereof herewith shewn, will more fully appear, and the said Plaintiff says that the said sums of money hath not been paid or satisfied to the said Plaintiff by the said Defendants, but still remain due and unpaid, and which sums of money or so much thereof as is equal to the sums of money in the said plea as of the said Defendants mentioned. The said Plaintiff prays may be discounted out of the money mentioned in the said plea, and this the said Plaintiff is ready to verify, wherefore he prays judgment for his debt aforesaid in his declaration aforesaid mentioned together with his damages by him sustained by reason of the detention of the said debt to be adjudged to him and so forth.

Thos Scott Atty for Plff

Which said account is as follows, to wit,

Mr. Benjamin M'Creary

To James M'Creery

			Dr.
1827			
Oct.		To Cash lent you	$5.00
1830 April		To making hauling & putting up 250 new rails and repairing 685 panels of fence	7.00
	23	To 1 Trip to Baltimore with 1 wagon & 2 Horses	4.50
		To Expenses at the time for father and myself	3.00
		To Cash paid Mr. Almin on former Bill for father	87½
June	1	To do pd Warner for repairing Clock	50
	2	To my services one trip to Baltimore with 1 wagon	4.50
		To expenses as above	3.00
		To Cash paid John Hughston for grubbing	5.00
		To do p. David Pyles, for surveying	.50
		To 1½ Bushels clover seed	7.50
		To Cash paid John Clark for chopping	3.00
		To sewing the above Clover seed	1.00
July		To Cash paid you on Contract (of Lease)	5.00
		To 5 days grubbing & clearing up field and cleaning up old fence Row	2.50
		To grubbing & cleaning up two other fields	2.75
		To do . do . one other do 6 days	3.00
		To do . do . ploughing same 6 days	18.00
		To do . do . . 9	4.50
		To repairing Barn yard preventing the water from running under same	1.00
		To one Cupboard bolt and lock	.37½
		To making 4 new hedge trees & repairing & ironing same	2.00
		To Cash p. Dr. Montgomery's Bill as per his receipt, and interest on same	35.28
		To do p. ditto Book account and interest as per receipt	2.62½
		To do p. your note to Gell. McClure as per receipt	10.16
		To do p. your Account to Gell. McClure as per receipt	3.25
		To do p. Frederick Swan's Bill for repairs to Waggon	3.00
		To do p. Gell. McClure for ironing Waggon	1.00
		To do p. John Hughston amount of your note with interest from date say	50.34