And the said Howard Duvall, by Gabriel Duvall his attorney appears in Court here, and defends the force and injury when and forsoth; and prays leave of the Court here to Imparle until the second tuesday of October next, and to him it is granted the same day is given to the said Henry Baldwin also.

At which said second Tuesday of October being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety two, comes again into the General Court here, as well the said Henry Baldwin administrator de bonis non as aforesaid, as the said Howard Duvall by his attorney aforesaid; Thereupon at the prayer of the said Henry Baldwin de bonis non as aforesaid it is ruled by the Court here that the said Howard Duvall answer to the Declaration of the said Henry Baldwin administrator de bonis non as aforesaid in the plea aforesaid or Judgment will be rendered against him by default, and the said Howard Duvall by his attorney aforesaid, as before defends the force and injury when and forsoth, and prays leave of the Court here further to Imparle until the second Tuesday of May next, and to answer to the Declaration of the said Henry Baldwin administrator de bonis non as aforesaid in the plea aforesaid, and to him it is granted, the same day is given to the said Henry Baldwin administrator de bonis non as aforesaid also.

At which said second Tuesday of May being the fourteenth day of the same month, in the year of our Lord one thousand seven hundred and ninety three; To which said day the aforesaid Howard Duvall had leave to Imparle, and then to answer to the Declaration of the said Henry Baldwin administrator de bonis non as aforesaid in the plea aforesaid, comes again into the General Court here as well the said Henry Baldwin admor de bonis non as aforesaid by his attorney aforesaid as the said Howard Duvall by his attorney aforesaid; and the said Howard Duvall by his attorney aforesaid as before defends the force and injury when and forsoth, and says, that the said Henry ought not to have or maintain his action aforesaid thereof against him because he says that the aforesaid Lewis Duvall from the time of making of the writ original aforesaid hitherto hath well & faithfully observed, performed and fulfilled all & every thing in the Condition aforesaid mentioned on his part to be observed

performed,

performed and fulfilled, according to the form and effect of the Condition, and this he is ready to verify, wherefore he prays Judgment if the said Henry ought not to have or maintain his action aforesaid thereof against him, and the said Henry saith that he by any thing by the said Howard above in pleading alleged ought not to be precluded from his action aforesaid against the said Howard had, because by protesting that the said Lewis Duvall in the Condition of the writing obligatory aforesaid named from the time of making thereof hath not hitherto well and faithfully observed performed and fulfilled all and every thing in the Condition aforesaid mentioned on his part to be observed performed and fulfilled according to the form and effect of the said Condition and the Indenture aforesaid therein referred to, as the said Howard in his plea hath above alledged, for replication to the said plea the said Henry saith that whereas by the Indenture aforesaid in the Condition of the aforesaid Bond, named and referred to and now produced to the Court under the seals of the said Francis Rawlings Junior and Lewis Duvall made on the third day of December in the year of our Lord one thousand seven hundred seventy seven at the County aforesaid, It was witnessed, That for and in consideration of the sum of five hundred pounds common currency to the said Francis Rawlings Jun in hand paid by the said Lewis Duvall and for and in Consideration of the rents Covenants and agreements therein mentioned, the said Francis had demised, granted, set and to farm, let, and by the said Indenture did demise, grant set and to farm let unto the said Lewis Duvall his Executors and administrators the Plantation leased by a Certain David Rice to the said Francis, Lying in the County aforesaid on the north side of Severn River, with all and singular the appurtenances thereunto belonging as also Certain Cattle, Horses, Sheep, Hogs and plantation utensils in a certain schedule contained thereunto annexed, as als the following Negroes, Sam, Isaac Bambo, Nell, Aleck, Jery, Will, Sydia and Bell, To have and to hold the said plantation (except as therein except) and the appurtenances, with the Cattle, Horses, Sheep Hogs, Plantation utensils and Negroes unto him the said Lewis Duvall from the date of said Indenture, to wit, from the third day of December in the year of our Lord seventeen hundred and seventy seven for

(and,