ready so to do, And the said Thomas D. and the said Edward D. over that the said Lands and Tenements, so devised to them as aforesaid, consisted of a large Quantity of Acres, to wit three hundred Acres of Land whereof the said Benjamin afterwards to wit, on the day and year aforesaid at the County aforesaid had notice; And whereas the said Benjamin afterwards, to wit, on the day and place aforesaid accounted together with the said Thomas D. and Edward D. of and concerning divers other sums of Money before that time due and owing from the said Benjamin to the said Thomas D. and Edward D. and then being in arrear and unpaid, and upon that account he the said Benjamin was then and there found in arrear to the said Thomas D. and Edward D. in other large sum of Money, to wit the sum of other Five hundred Pounds Current Money, and being so found in arrear he the said Benjamin in Consideration thereof afterwards to wit, on the day and place aforesaid undertook and faithfully promised the said Thomas D. and Edward D. to pay them the said last mentioned sum when he the said Benja-min should be thereto afterwards requested - yet the said Benja-min not regarding his said several promises and undertakings, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thomas D. and Edward D. in this behalf, hath not as yet paid the said several sums of Money or any part thereof to the said Thomas and Edward D. or either of them (altho' so to do he the said Benjamin was thereto requested by the said Thomas D. and Edward D. afterwards, to wit, on the same day and year aforesaid, and often afterwards to wit at the County aforesaid) but he to do this hath hitherto altogether refused and still refuses so to do To the said Thomas D. and Edward D. their Damages of five hundred pounds Current Money and therefore they bring suit.

James Winchester. Pltffs attorney

At which mentioned second Tuesday of October being the eleventh day of the same Month in the year of our Lord One thousand seven hundred and Ninety Six, and the day of the return of the aforegoing Writ, come into the General Court here, the aforesaid Thomas D. Bufsey and Edward D. Bufsey by James Winchester their attorney aforesaid; and the Sheriff of Harford County aforesaid, to wit Robert Amoss, Gentleman to whom the said aforegoing writ was in form aforesaid directed, make

(return)

thereof to the Court here, thus endorsed, to wit.

Cepi Cafy Left Lept. 13. Rober. Amoss Jun. Shff.

And the said Benjamin Amoss by Richard Ridgely and Zebulon Hollingsworth his attornies appears in Court here, And thereupon on motion of the aforesaid Thomas D. Bufsey and Edward D. Bufsey by his attorney aforesaid; It is ruled by the Court here that the said Benjamin Amoss give special bail to the Action aforesaid, in the plea aforesaid; Whereupon a certain Robert Amoss Senior of Harford County, Gentleman, present here in Court in his proper person with the consent of the aforesaid Thomas D. Bufsey and Edward D. Bufsey by his attorney aforesaid undertakes for the said Benjamin Amoss that in case the aforesaid Thomas D. Bufsey and Edward D. Bufsey shall recover Judgment against the said Benjamin Amoss in the plea aforesaid, or that the said Benja-min Amoss shall be therein legally Convict, that then the said Benjamin Amoss shall pay the Condemnation of the Court there-upon or render his Body to the Custody of the Sheriff of Harford County in satisfaction thereof or that he the said Robert Amoss Senior will do the same for him.

And thereupon on motion of the aforesaid Thomas D. Bufsey and Edward D. Bufsey by their Attorney aforesaid, It is ruled by the Court here, that the said Benjamin Amoss answer to the Declaration aforesaid of the aforesaid Thomas D. Bufsey and Edward D. Bufsey in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; And the said Benjamin Amoss by his attornies aforesaid defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of May next and then to answer to the Declaration aforesaid of the aforesaid Thomas D. Bufsey and Edward D. Bufsey in the plea aforesaid and to them it is granted the same day is given to the aforesaid Thomas D. Bufsey and Edward D. Bufsey also.

At which said second Tuesday of May being the Ninth day of the same month in the year of our Lord One thousand seven hundred and Ninety seven, to which said day, the said Benjamin Amoss had leave to Imparle, and then to answer to the Declaration aforesaid of the aforesaid Thomas D. Bufsey and Edward D. Bufsey in the plea aforesaid, come again into the General Court, as well the aforesaid Thomas D. Bufsey and Edward D. Bufsey by their attorney aforesaid as the said Benjamin Amoss by his attornies

(aforesaid,)