Declaration aforesaid of the aforesaid Benjamin Amoss in the plea aforesaid or Judgment by the court here will be entered against him in default thereof: and the said Bennett Sarrett by his attorney 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 Benjamin Amoss in the plea aforesaid, and to him it is granted the same day is given to the aforesaid Benjamin Amoss also.

At which said second tuesday of May being the thirteenth day of the same month in the year of our Lord one thousand eight hundred to which said day the said Bennet Sarrett had leave to Imparle, and then to answer to the Declaration aforesaid of the aforesaid Benjamin Amoss in the plea aforesaid, come again into the General court here as well the aforesaid Benjamin Amoss by his attorney aforesaid as the said Bennet Sarrett by his attorney aforesaid, and the said Bennet Sarrett by his attorney aforesaid (as before) defends the force and injury when and so forth and saith that the said Benjamin Amoss his action aforesaid against him to have or maintain ought not, because the said Bennet says that the said Joshua before the Impetration of the original writ in this cause had well and truly performed observed and fulfilled all and every part of the condition of the said writing obligatory which by the said Joshua were to be performed observed and fulfilled and this he is ready to verify, wherefore he prays Judgment if the aforesaid Benjamin Amoss his action aforesaid against him to have and maintain ought and so forth.

And the said Benjamin saith that he by any thing in the plea aforesaid of the aforesaid Bennet alledged ought not to be precluded from having and maintaining his action aforesaid against the said Bennett because protesting that the said Joshua Amoss in the condition of the said writing obligatory mentioned, from the time of making the said writing obligatory hath not well and truly observed, performed, fulfilled and kept all and singular the matters and things in the condition of the said writing obligatory mentioned and contained which he according to the condition thereof ought to have observed, performed fulfilled and kept, that is to say at Hanford county aforesaid, as the said Bennett in the plea aforesaid hath above alledged, for plea nevertheless the said Benjamin by replying saith, that after the making the writing obligatory aforesaid and before the Impetration of the Original writ of him the said Benjamin in this case Impetrated, it was on the Judgment of the General Court and writ of

Error aforesaid in the said writing obligatory mentioned in such manner proceeded between the said Benjamin and the said Joshua in the High court of Appeals that the aforesaid Judgment of the General court, was at a High Court of Appeals held at the City of Annapolis on the second tuesday of November in the year seventeen hundred and ninety eight by the said Court of Appeals in all things affirmed and ratified: and it was then and there by the said Court of Appeals, further considered and adjudged that the said Benjamin should recover against the said Joshua the quantity of twelve hundred and thirty eight pounds of tobacco for his costs in that behalf laid out and expended, by the pretence of prosecuting the said writ of Error as by the record thereof in the said High Court of Appeals remaining more fully appears. And the said Benjamin avers that the said Joshua did not prosecute the said writ of error with effect, and that the said Joshua hath not paid or satisfied to him the said Benjamin the aforesaid Judgment obtained by him in the General Court aforesaid, and the aforesaid quantity of twelve hundred and thirty eight pounds of tobacco adjudged to him the said Benjamin by the said High Court of Appeals, upon the affirmance of the Judgment aforesaid, or either of them or any part of them or either of them and this the said Benjamin is ready to verify and so forth, wherefore he prays Judgment and his debt aforesaid, together with his damages sustained, by occasion of the Detention thereof to him to be adjudged and so forth.

And thereupon on motion of the aforesaid Benjamin Amoss by his attorney aforesaid, It is ruled by the court here that the said Bennett Sarrett rejoin to and answer the replication aforesaid of the aforesaid Benjamin Amoss above set forth, or Judgment by the court here will be entered against him in default thereof: and the said Bennett Sarrett by his attorney aforesaid (as before) defends the force and injury when and so forth, and prays further leave of the court here to Imparle until the second tuesday of October next, and then to rejoin and answer to the replication aforesaid of the aforesaid Benjamin Amoss above set forth, and to him it is granted the same day is given to the said Benjamin Amoss also.

At which said second tuesday of October being the fourteenth day of the same month in the year of our Lord one thousand eight hundred, to which said day the said Bennett Sarrett had further leave to Imparle and then to rejoin and answer to the replication aforesaid of the aforesaid Benjamin Amoss above set forth, come again into the General Court here as well the

(aforesaid