with the said Archibald of the fourth day of July as afs. to pay to him the said Ralph Green in his lifetime the afs. sum of one hundred and ninety nine pounds fifteen shillings in full satisfaction and payment of the residue of the afs. sum of seven hundred pounds in the Condition afs. mentioned, and in full discharge of the penal sum afs., but the said Ralph in his life did then and there refuse to receive and accept of him the said Archibald the afs. sum of one hundred and ninety nine pounds fifteen shillings current money and this the said Archibald Patison is ready to verify: wherefore he prays Judgment if the afs. Catharine and William their Action afs. thereof against him to have or maintain ought &c. And the afs. Archibald, by leave of the Court here according to the form of the Statute in such cases made and provided, comes & defends the force and injury when &c. and further saith, that will and true it is that the said Archibald did make and pass the writing obligatory afs. in the Declaration afs. mentioned with the condition afs. thereto annexed, but the said Archibald saith that the same Ralph Green, in the same writing obligatory and condition afs. mentioned, never did, at any time whatever, comply fully with his agreement with the said Archibald, of the fourth day of July then last past, which is mentioned and referred to in and by the said Condition of the afs. writing obligatory, according to the form and effect of the same Condition, and so the said sum of seven hundred pounds in the same Condition mentioned did not become due nor was the same payable from or by the said Archibald to the said Ralph Green or his certain Attorney Executors, Administrators or assigns, at or upon the said first day of March then next ensuing the date of the said writing obligatory, or at any other time whatever, according to the form & effect of the same Condition and this the said Archibald is ready to verify: wherefore he prays Judgment if the afs. Catharine and William their Action thereof against him to

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have or maintain ought &c.: Thereupon further process of and upon the premises aforesaid between the parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court there thereon, was further continued until the second Tuesday of April next following. —

At which said second Tuesday of September Anno Domini one thousand seven hundred and eighty six, came again the parties aforesaid by their attorneys aforesaid, and the aforesaid Catharine and William Richardson by William Hayward their Attorney as to the first plea of the said Archibald say that they by any thing thereby pre alledged, from having their action afs. to be precluded ought not because protesting that the said Ralph Green in his Lifetime for a long time before the making the writing obligatory in the Declaration afs. mentioned and the agreement afs. in the Plea afs. mentioned, to wit, for the space of thirty years — before the date of the said Agreement, at Dorchester County afs. had been and was legally peaceably and quietly seised and possessed of the said Tract or parcel of Land called Tiverton containing according to the Patent thereof two hundred and fifty acres of Land and of the said Tract or parcel of Land called Addition to Tiverton containing according to Patent thereof three hundred and forty two acres in Right of Amelia the then wife of the said Ralph and of the Tracts or parcels of Land Greens Adventure and Addition to Greens Adventure in his own Right and being so thereof as afs. possessed the said Ralph being in necessitous circumstances was induced to offer the said Lands for Sale upon which a certain Robert Goldsborough Esq.r of Dorchester County afs. made overtures of Purchasing the said several Tracts and parcels of Land from the said Ralph and after examining into and making himself fully acquainted with the Title of the said Ralph in Right of his wife and in his own right to the said Lands, had many conversations with the said Ralph respecting the said — Robert his purchasing of and from the said Ralph the said Ralph the said Several Tracts and parcels of Land, that upon the whole they could not agree, and all communication between

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