of them or any part or parcel of them or any or either of them either under a claim for years or for life or for any other claim that he had to them or any one of them any part or parcel of them or any one of them nor hath any other person or persons ever as yet commenced or prosecuted any suit at Law or in Equity against the said Robert for the recovery of the several Tracts of Land or any or either of them or any part or parcel of them or either of them nor hath the said Robert ever as yet commenced any suit at Law or in Equity against the said Archibald for the recovery of compensation or Damages for any Loss of the said several Tracts of Land or any of them or any part or parcel of them or any or either of them sustained by the said Robert of any incumbrance thereon or other good and superior elder and better Title to the said Jeveral Tracts of Land or any or either of them or any part or parcel of them or any or either of them and this the said Catharine Green and William Richardson are ready to verify: wherefore they pray Judgment and their debt afs: together with their damages by means of the detention of the said Debt to be adjudged to them &c.

To the fifth plea non payment: and Issue to be entered in the Docket:

And the afs: Catharine Green and William Richardson as to the sixth plea of the said Archibald say that they by any thing thereby prealledged from having their said action to be precluded ought not; because protesting again as before by them in every respect protested in their replication to the said plea afs: of the said Archibald They Nevertheless for plea say that the said Ralph Green and Amelia his wife in lifetime of the said Ralph and Amelia after the making and executing the writing obligatory afs: to wit, on the twelfth day of August in the year of our Lord one thousand seven hundred and seventy one at Dorchester County afs: did sign, seal and deliver to the said Archibald the Deed duly executed acknowledged

and Recorded as afs: in and by the first plea afs: of the said Archibald mentioned and therewith and thereby brought into Court whereby they did grant bargain and sell and convey and covenant as in and by that Deed is mentioned expressed and referred to in the said first plea of the said Archibald and at the same time the said Ralph did assign to the said Archibald his Heirs and assigns the said Mrs Kennedy's Lease in the said written articles mentioned in and referred to in the condition of writing obligatory afs: in full compliance with and performance of the said written agreement on the part of the said Ralph to be performed which said Deed and assignment afs: the said Archibald then and there and at the time thereof accepted and received in full compliance with and performance of the agreement afs: in the Condition afs: to the writing obligatory afs: mentioned and the said Catharine Green and William Richardson further say that altho' the said Archibald on the said twenty seventh day of March in the year of our Lord seventeen hundred & seventy two had paid and satisfyed unto the said Ralph Green in his lifetime the said sum of five hundred pounds five shillings in part satisfaction and payment of the said sum of seven hundred pounds in the said Condition mentioned and towards discharge of the penal sum afs: yet on the said twenty sixth day of November in the year last afs: there was really and bonafide due and owing unto the said Ralph from the said Archibald as a residue of the said sum of seven hundred pounds in the condition of the writing obligatory afs: mentioned the sum of two hundred pounds and five shillings and the same is still due with Interest thereon to the Plfs and this the said Catharine Green and William Richardson are ready to verify: wherefore they pray Judgment and their Debt together with their damages by means of the detention of the said Debt to be adjudged unto them &c. and the afs: Catharine Green and William Richardson