eighty five pounds money at that time current in Maryland of the value of two thousand pounds of the present current money of Maryland for the quantity of one thousand eight hundred and seventy eight Bushels of Wheat of the said William in his lifetime at the special instance and request of the said John there before that time sold and delivered by the said William in his lifetime to the said John and being so thereof indebted he the said John in consideration thereof afterwards to wit, on the day & year aforesaid at the County aforesaid upon himself assumed & to the said William then & there faithfully promised that he the said John the aforesaid sum of fourteen thousand & eighty five pounds of the value aforesaid to the said William when thereto afterwards he should be requested would well & truly content & pay. And also whereas afterwards, to wit, on the day & year aforesaid at the County aforesaid, in consideration that the aforesaid William had in his lifetime at the special instance and request of him the said John before that time sold & delivered to the said John another quantity of one thousand eight hundred and seventy eight bushels of Wheat of the said William he the said John upon himself assumed and to the said William in his life time then & there faithfully promised that he the said John would well and truly pay and satisfy to the said William so much money for the said last mentioned quantity of One thousand eight hundred and seventy eight bushels of Wheat as the same quantity of wheat was reasonably worth at the time of the sale and delivery of the same to the said John when he the said John should be afterwards thereunto required. And the said Mary in fact saith that the One thousand eight hundred and seventy eight bushels of Wheat last mentioned were worth other fourteen thousand and eighty five pounds of the money at that time current in Maryland of the value of two thousand pounds of the present current money of Maryland, at the time of the sale & delivery thereof to the said John, to wit, at the County aforesaid whereof the said John then & there had Notice, Yet the said John his several promises and assumptions in form aforesaid made not regarding but contriving and fraudulently intending the said William in his life time and the said Mary since the death of the said William in this part to deceive and defraud the aforesaid several sums of money or either of them or the value of them or either of them as aforesaid to the said William in his life time or to the said Mary since the death of the said William hath not paid (altho' the same to the said William in his lifetime to pay he the said John was afterwards to wit on the day & year aforesaid at the County

aforesaid by the said William in his life time required and the same to the said Mary since the death of the said William to pay after the death of the said William to wit, at the County aforesaid, by the said Mary he was often required, but the same to the said William in his lifetime and to the said Mary since the death of the said William to pay hath hitherto altogether refused & to the said Mary still doth refuse & unjustly detains to the Damage of the said Mary two thousand pounds current money of Maryland and thereupon she brings suit. And the said Mary brings into Court here the Letters Testamentary of the said William whereby it sufficiently appears to the Court here that she is Executrix of the Testament aforesaid & thereupon hath Administration &c — Mr. Tilghman Pledges &c John Doe Richard Roe —

Whereupon at the prayer of the said Mary Savin Executrix as afd it was ruled by the Court here that the said John Ward Veazey should file his Plea and answer to the Declaration afd of her the said Mary by the second Tuesday of April then next following, or that Judgment should be rendered against him by default, The same day was given to the said Mary Savin Executrix afd and so forth —

At which said Second Tuesday of April, in the year One thousand seven hundred and eighty eight, came here again the said Parties by their Attorneys aforesaid, and the said John Ward Veazey by his Attorney afd affiled his Plea in answer to the Declaration afd, which ensues in manner and form following, to wit,

"John Ward Veazey
against
Mary Savin Executrix
William Savin

And whereupon the said John by Peregrine Lithabury his Attorney, cometh & defendeth the force and injury when and so forth, And saith that he did not assume upon himself in manner and form as the said Mary above complaineth against him & of this he puts himself upon his Country, and the said Mary likewise —

And the said John by leave of this Court according to the form of the statute in such case lately made and provided further saith that the said Mary ought not to have or maintain her action above against him because he saith that he the said John did not assum upon himself in manner & form as the said Mary above complaineth against him at any time within three years next before obtaining & impetrating the said Original writ of her the said Mary And this he is ready to verify wherefore he prayeth judgment if the said Mary her Action afsd agt. him to have or maintain ought

Pere: Lithabury for Deft."