Seventy four, at Talbot County aforesaid was Indebted unto the said Richard in the sum of five hundred and sixty pounds current money of Maryland, for the rents, issues and profits of a Farm and Plantation of him the said Richard in Cecilline, to wit, at Talbot County in the State of Maryland, for eight years then next before, that is to say from the first day of March in the year of our Lord one thousand seven hundred and sixty six, to the first day of March seventeen hundred and seventy four. Received by the said John the Testator to and for the use of the said Richard, and so thereof Indebted being the said John Goldsborough the Testator in his lifetime afterwards, to wit, on the said first day of March in the year of our Lord one thousand seven hundred and seventy four, at Talbot County aforesaid in consideration thereof upon himself did assume and to the said Richard then and there faithfully promise that he the said John the Testator the said sum of five hundred and sixty pounds when he should be thereto afterwards requested unto the said Richard well and faithfully would pay and Content and whereas also afterwards, to wit, on the said first day of March in the year of our Lord seventeen hundred and seventy four, at Talbot County aforesaid, the said John the Testator in his lifetime was indebted unto the said Richard in one other sum of five hundred and sixty pounds Current money aforesaid for so much money by the said John the Testator in his lifetime before that time had and received to and for the use of the said Richard and so thereof indebted being the said John the testator in his lifetime in consideration thereof afterwards, to wit, on the said first day of March in the year of our Lord seventeen hundred and seventy four at Talbot County aforesaid upon himself did assume and to the said Richard then and there faithfully promise that he the said John the Testator the said last mentioned sum of five hundred and sixty pounds when he should be thereto afterwards requested, unto the said Richard well and faithfully would pay and Content. Nevertheless the said John the Testator in his lifetime and the said John and Grumbury the Executors since the death of the said John the Testator the several promises and assumptions aforesaid of the aforesaid John the Testator so as aforesaid made not regarding, the said several sums of money unto the said Richard have not paid, nor hath any of them the same to the said Richard paid, or him satisfied in any sort Contented (all the same to the said John the Testator afterwards, to wit, on the said first day of March in the year of our Lord seventeen hundred and seventy four & often times since at Talbot County aforesaid by the said Richard was required, and yet the same to the same John and Grumbury the Executors aforesaid, since the death of the said John the Testator, to wit, on the first day of January in the year of our Lord one thousand seven hundred and eighty five, and often since, at Talbot County aforesaid by the same Richard were required, but the same to the said Richard to pay the said John the Testator in his lifetime Refused, and the same to the said Richard the said John and Grumbury the Executors aforesaid since the death of the said John the Testator to pay hitherto have and each of them hath Refused and still do refuse whereupon the said Richard saith he is injured and hath damage to the Value of one thousand pounds Current money of Maryland, and therefore he brings Suit and &c forth

Wm Hayward for the Pltff. John Dee & Nich. Roe pledges of Prosecution

Pltffs Says separate Counts for every years Rent as also Quantum meruit for same, and the said Richard Lockerman by his attorney &c also offers the following accounts to wit,

Dr. Mr. John Goldsborough Deceased in account with Richard Lockerman — Cr.

1774 July	To 8 years rent of my Plantation being part of a tract of land called Bennetts Fortune, Resurveyed in Tuckahoe neck c £70 pa	£560. 0. 0.
	To Interest	
	By my mothers allowance for the third part of the land 7 years	163. 6. 8.
	By Cash received 18th November 1776	25. 0. 0
	Except. Pl. Richd Lockerman	

Dr. Mr. John Goldsborough in Account with Richard Lockerman — Cr.

	To Distributive share of Balance of my Father's Estate	178. 2. 10
	To Profit on ditto to make the same Currency at 7/6 Dollar	32. 0. 8.
	To Interest	
1774 July	By paid into the Hands of Mr William Tippe my Guardian to Amount of £ 111. 0. 0 dollars at 7/6	111. 0. 0.
1767	By Board and Schooling to Rule	16. 0. 0
1768	By ditto to Thompson	6. 10. 0.
1769	By two years 16 months Board & Schooling to free school	36. 10. 0.
	Except. Pl. Richd Lockerman	

and the same John and Grumbury Goldsborough by their attorney aforesaid defended the force and injury when &c and prayed Liberty of imparling thereof until the morrow before the first Tuesday in June then next following and it was granted unto them and the same day was given to the said Richard Lockerman there &c. At which day, to wit, the morrow before the first Tuesday in June in the year of our Lord one thousand seven hundred and eighty six then came again as well the said Richard Lockerman, as the said John and Grumbury Goldsborough by their attorneys aforesaid, and the aforesaid John & Grumbury Goldsborough by Nicholas Hammond their attorney aforesaid came and defended the force and injury when &c and say that the aforesaid John Goldsborough in his lifetime did not assume upon himself in manner and form as the said Richard Lockerman above against them hath Complained, and of this they put themselves upon the Country &c. And the aforesaid John & Grumbury Goldsborough, Executors of the Court here first had according to the form of the Statute in such Case made and provided came and defended the force and injury when &c and further say that the aforesaid Richard Lockerman his action aforesaid thereof against them the said John and Grumbury Goldsborough, to have or maintain ought not. Because they say that the aforesaid John Goldsborough did not assume upon himself at any time within three years next before the Spring after the Original writ of the aforesaid Richard Lockerman, in the place aforesaid against them the said John and Grumbury Goldsborough, as the said Richard Lockerman above against them Complained, and this the said John and Grumbury Goldsborough are ready to verify wherefore they pray Judgment if the aforesaid Richard Lockerman his action aforesaid thereof against them the said John and Grumbury Goldsborough, to have and maintain ought &c. And the aforesaid Richard Lockerman also in the same day came and said by William Hayward and Gustavus Scott his attorneys aforesaid, as to the first plea of the aforesaid John & Grumbury Goldsborough above in this part pleaded the aforesaid Richard Lockerman in his manner puts himself upon the Country &c. And the aforesaid Richard Lockerman, as to the second plea aforesaid of the aforesaid John and Grumbury Goldsborough, in this part pleaded, saith that he by any thing in the said second plea pleaded from having his action aforesaid against