against them the said Defendants to have and maintain ought not, because they say protesting that the said William Bromwell did not make any Assignment of the Writing Obligatory afs.d in the Declaration afs.d mentioned at any time before the impetration of the original writ in this Cause, to him the same Patrick Ewing as he above hath alledged, they the same Defendants for plea say and do aver that the the said William Bromwell being one of the people called Quakers did make his solemn affirmation as the said Plaintiff above hath alledged, and which said affirmation so made was endorsed on the back of the writing Obligatory afs.d as by the said Indorsement may more fully appear; yet the said Defendants say and do aver that the said Affirmation so made by the said William Bromwell was not made and indorsed on the said writing Obligatory at the same time that the said pretended Assignment of the said writing Obligatory was made by the said William Bromwell to the said Patrick Ewing, but at another and different day and time; to wit, on the twelfth day of March in the year seventeen hundred eighty and five, at Dorchester at Talbot County afs.d, all which they the same Defendants are ready to verify: Wherefore they pray Judgment whether the same Patrick his action afs.d thereof agains them to have or maintain ought &c.a And the same Defendants by leave of the Court here first had according to the form of the Statute in such case made and provided come and further defend the force and injury when &c.a, and say that the same Patrick Ewing his action afs.d against them the same Defendants as Assignee of the same William Bromwell to have and maintain ought not, because they say that the same William Bromwell did not assigne to him the same Patrick Ewing the writing Obligatory afs.d in the Declaration ifs.d mentioned, and endorse the same on the said writing Obligatory afs.d at any time before the Impetration of the original Writ in this Cause, and this the same Defendants are ready to verify: Wherefore they pray Judgment whether the same Patrick Ewing as Assignee of the same William Bromwell his action afs.d thereof against them to have or maintain ought &c.a And the said Patrick Ewing suggested to the Court here, that Hugh Sherwood was dead, and that he died since the last continuance, to wit, on the day of at Talbot County afs.d: and thereupon further process of and upon the premises afs.d between the parties afs.d, by consent of the said Parties and their Attorneys afs.d, and by order of the Court here thereon was continued until the second Tuesday in September then next following — At which day, to wit, the

second Tuesday in September came the parties afs.d by their Attorneys afs.d, and the said Patrick as to the first plea of the said Edward Mann Sherwood, Robert Sherwood and Peter Sherwood says that the said Plea of them the said Edward Mann, Robert and Peter Sherwood in manner and form as the same is pleaded and the matter therein contained are not sufficient in Law to bar the said Patrick from having his said Action maintained against them the said Edward Mann, Robert and Peter, and that the said Patrick has no occasion, neither is he bound by the Law of the Land, to answer to the plea in manner and form as the same is pleaded, and this he is ready to verify: Wherefore for want of a sufficient plea in this particular, the said Patrick prays Judgment and his afs.d Debt, to be adjudged to him &c.a And the said Patrick as to the second plea of the said Edward Mann Sherwood, Robert Sherwood and Peter Sherwood saith that the said second plea of them the said Edward Mann, Robert and Peter in manner and form as the same is pleaded, and the matter therein contained are not sufficient in Law to bar the said Patrick from having his said Action maintained against them the said Edward Mann, Robert and Peter and that he the said Patrick hath waved, neither is he bound by the Laws of the Land to answer to the said second plea in manner and form as the same is pleaded and this he is ready to verify: Wherefore for want of a sufficient plea in this particular the said Patrick prays Judgment and his afs.d Debt, together with his damages by occasion of the detention of that Debt to him to be adjudged &c.a And for causes of Demurrer in Law to the said second plea, the said Patrick shews to the Court here these following to wit, for that the said plea is frivolous, insufficient and immaterial — for that it wants form and for that it is improperly conducted: And thereupon further process of and upon the premises afs.d between the parties afs.d by consent of the said parties and their Attorneys afs.d and by order of the Court here thereon was continued until the second Tuesday in April then next following — And now here at this day to wit, the second Tuesday in April, seventeen hundred and ninety, come the parties afs.d by their Attorneys afs.d and the afs.d Edward Mann, Robert and Peter Sherwood by their Attorney afs.d come and relinquish their averments by them in pleading above pretended, and say that they cannot deny the Action afs.d of the afs.d Patrick Ewing nor can they deny but that the writing Obligatory afs.d is the Deed of him the said John Sherwood in his lifetime made, nor but that they detain from the said Patrick Ewing the afs.d sum of three hundred and six pounds current money, in such manner and form as the said Patrick Ewing above against them