September Term 1795.

Four other Counts, similar to the within for the recovery of the rent for the years 1787 1788 & 1789 & Annum for the use and occupation of another Tenement & farm of the Plff's conformably to the Acct. herewith filed, are hereby intended to be used at the Trial, "if necessary Nil."

The Account above mentioned ensues in manner & form following, to wit.

"Foster Price Dr. to Peregrine Tilghman Dr.

To Rent from the year 1783 to the year 1792 for the Tenement on which said Price lived (Nine Years @ £27 P Annum) £243.0.0.

To Rent for a small Tenement adjoining the one said Price lived on (on which) for the years 1787 & 1788 @ £15 P Annum £30.00

£273.00.

August the 23d. 1793.

Then Came Peregrine Tilghman before me the Subscriber One of the Justices for Talbot County and made oath, on the Holy Evangels of Almighty God, that the within Account to the best of his knowledge is just & true as it stands stated. And that he has not received either directly or indirectly, Any fact or parcel or anything in Security or Satisfaction for the same.

Certified by John Braces"

At which said second Tuesday of September, in the year seventeen hundred & ninety four, here came again into Court the parties afsd by their Attorneys afsd; whereupon at the prayer of the said Peregrine Tilghman, by his Attorney afsd, it was ruled by the Court here that the said John S. Blanch & wife should file their plea in answer to the Declaration afsd of him the said Peregrine, by the second Tuesday of ~~September~~ April then next, according to a rule of this Court in such case to be observed, or that Judgment should be rendered on that day by default thereof for the afsd Peregrine against them the said John S. Blanch & Sarah his wife Admrs as afsd. The same day was also given to the Parties afsd then & so forth. —

Afterwards, to wit: On the 2d day of February 1795. the Defendants by their Attorney, in compliance with the above mentioned Rule of Court, affiled their plea, which ensues in manner & form following, viz.

"And the same John Saunders Blanch & Sarah his wife by Thomas James Bullitt their Attorney, comes & defends the force & injury when &c. & says that the aforesaid Foster Price in his life time did not assume upon himself in manner & form as the same Peregrine above against them hath complained & of this they put themselves upon the Country &c. And the same John Saunders & Sarah his ~~wife~~ by leave of the Court here first had & obtained according to the form of the Statute in such case made & provided, comes & further says that the same Peregrine his Action aforesaid thereof against them to have & maintain ought not because they say that he the said Foster Price in his life time did not assume upon himself in manner & form as the said Peregrine hath above complained against them at any time within three years next before the impetration & suing out of the original Writ in this Cause. And this they the said John Saunders & Sarah are ready to verify. Whereupon they pray Judgment if the same Peregrine his Action aforesaid thereof against them to have & maintain ought &c."

At which said second Tuesday of April, in the year One thousand Seven hundred & ninety five,

here came again into Court the Parties afsd by their Attorneys afsd, whereupon at the prayer of the said John Saunders & wife's Admrs as afsd, it was ruled by the Court here that the said Peregrine should file his Replication in answer to the Plea of them the said John Saunders Blanch & Sarah his wife Admrs afsd, by the second Tuesday of September then next following, according to a Rule of the Court in such case to be observed; or that Judgment should be rendered on that day by default thereof against him the said Peregrine for the said John Saunders & wife. The same day was also given to the Parties then & so forth. — Afterwards, (to wit on the 17th July 95.) the said Peregrine by his Attorney afsd in compliance with the last mentioned rule of Court affiled his Replication in answer to the Plea afsd, which ensues in manner & form following, to wit. "And the said Peregrine Tilghman as to the first Plea of them the said John Saunders Blanch and Sarah his wife in manner & form afsd pleaded doth thereof in like manner &c. And the said Peregrine as to the second Plea of them the said John and Sarah in manner & form afsd pleaded, saith that he by anything by them the said John and Sarah in their said second plea alleged, ought not to be precluded from having & maintaining this Action afsd thereof against them; because he saith that on the day of in the year One thousand seven hundred and ninety at Talbot County afsd, he the said Peregrine sued out and impetrated the first original Writ of him the said Peregrine in the plea afsd against them the said John and Sarah; and that he the said Foster Price in his life time and within three years before the said of suing out & impetrating the said original Writ of him the said Peregrine did assume upon himself in such manner & form as the said Peregrine above against him hath complained: And this he prays may be inquired of by the Country &c. And the said John and Sarah do thereof in like manner &c. Mr. Hammond pp. Plff." —

And now at this day, to wit, The said second Tuesday of September in the year of our Lord, One thousand seven hundred & ninety five, here come again into Court the Parties afsd by their Attorneys afsd, And the said John Saunders Blanch and Sarah his wife Admrs as afsd, by their Attorney afsd, defend the wrong & injury when &c. & say that they cannot deny the action afsd of the said Peregrine, nor but that he the said Foster Price in his life time, did assume upon himself in manner & form as the said Peregrine above thereof against them hath complained, nor likewise but that the said Peregrine hath sustained Damage by reason of the non-performance of the promises & assumptions afsd, to the sum of Two hundred pounds Current Money in manner & form as the said Peregrine above by his Declaration hath supposed: And upon this the said Peregrine prays Judgment & those Damages so acknowledged, together with his Costs & Charges by him in this behalf expended to be adjudged to him &c. Therefore it is CONSIDERED by the Court here, that the said Peregrine Tilghman do recover against the said John Saunders Blanch & Sarah his wife Admrs as afsd, his Damages afsd, above acknowledged, & also the quantity of Eight hundred & four pounds of Tobacco, for his Costs & Charges afsd, with his assent by the Court now here adjudged: To be