April Term 1793

into Court brought, the same Benjamin in consideration thereof afterwards, to wit, the same day and year & place last mentioned upon himself fa[vo]r- mid and to the same Daniel Joes then and there faithfully promised that he the same Benjamin as much Current money, as the Goods, Wares & Merchandize last mentioned at the time of the sale and delivery of them were reasonably worth to the said Daniel Joes when afterwards he should be thereunto required would well and truly pay and content: And the said Daniel Joes in fact saith that the Goods, Wares and Merchandize last mentioned ab the time of the sale and delivery of them were reasonably worth another sum of twenty one pounds twelve shillings six pence Current money of Maryland, to wit, ab the County aft, of which the same Benjamin then and there had notice.— Nevertheless the said Benjamin his several promises and Assumptions aft, so as aft made not regarding, but minding and fraudulently intending the same Daniel Joes in this part craftily & subtilly to deceive & defraud, the aft several sums of Money or any part thereof, unto him the said Daniel Joes yet hath not paid or in any manner contented, alth' that to do, the aft Benjamin afterwards, to wit, the first day of December seventeen hundred and eighty four, at the County aft, by the same Daniel Joes was requested, but the same hitherto to pay & content altogether hath refused & still doth refuse; wherefore the same Daniel Joes saith he is the worse and hath damage to the value of fifty pounds Current money of Maryland: & therefore he brings Suit &c.

Sam[uel] Earle for the Plff.— Pledges &c.— John Doe & Richard Roe.—

			£	s	d
	Benjamin Holding				
1784 Feby 1st	To One Barrel of Ship-stuff	at	£1.	5.	0
	To four Half bushels of Oats	at 3/		13.	6
	To two Bushels of Rye	at 3/		6.	0
	To One Cart	at		7.	10.0
	To forty two Bushels of Corn	at 3/9		7.	15.6
	To nine Bushels of Wheat	at 7/6		3.	7.6
	To three hundred weight of Blades	at 5/			15.0
			£	21.	12.6

April Term, 1793.

Kent County State of Maryland— Daniel Joes Massey came before me the Subscriber and made Oath in due form of Law that the above Acct is just & true to the best of his knowledge, and that he has not received any part or parcel thereof in any security or satisfaction for the same, except some Accts the said Holding may have against him, to which Accts he refers.— Sworn Before

Robt Maxwell 15 Oct 1785.

Whereupon the process between the parties aft was by Order of the Court aft further continued here on suggestion of the parties aft that evidence was wanting from beyond Sea, until the Monday before the third Tuesday of June next, the same day was given the parties aft here &c.— Afterwards to wit Monday before the third Tuesday of June seventeen hundred and eighty six, came again the parties aft by their Attorneys aft: And the aft Benjamin Holding by his Attorney aft defends the force and injury when &c: and saith that he did not assume upon himself in manner and form as the aft the aft Daniel Joes Massey above against him hath complained, & of this he puts himself upon the Country &c.— And the aft Benjamin Holding with the leave of the Court here according to the form of the Statute in such Case made and provided comes and defends the force and injury when &c, and saith that the said Daniel Joes Massey ought not to have or maintain his Action again[st] him the said Benjamin Holding, because he saith, that he did not ab any time within three years next before the day of issuing out the original Writ of the said Daniel Joes Massey assume upon himself in manner and form as the said Daniel Joes Massey above declares against him, and this he is ready to verify. Wherefore he prays Judgment whether the said Daniel Joes Massey his Action aft against him the said Benjamin Holding to have or maintain ought &c.— Wright for Deft.—

And the aft Daniel as to the first plea of him the said Benjamin above pleaded in like manner &c.: And as the second Plea of him the said Benjamin above pleaded the said Daniel by any thing in the second plea alledged from having his Action aft against him the said Benjamin to be precluded ought not, because he saith that the said second plea in manner & form above pleaded, and the matter in the same contained are not sufficient in Law to preclude him the same Daniel from having & maintaining