since the Institution of the original Writ in this Cause) were seized and possessed of certain other Lands situate in Dorchester County as Trustees under and by Virtue of the last Will and Testament of the said Testator; and being desirous of selling the Lands last mentioned as aforesaid the said Twenty third day of March in the year last aforesaid a Conversation was had and answer between them the said Moncrieff and Crookshanks, in the life time of the said Crookshanks, and the said Goldsborough of and concerning they the said Moncrieff and Crookshanks selling and Conveying the Lands last mentioned aforesaid to him the said Goldsborough of and concerning him the said Goldsborough buying the same and paying for the same to them the said Moncrieff and Crookshanks; on which last Conversation it was then and there agreed that the said Goldsborough should pay the said Moncrieff and Crookshanks for the Lands last mentioned as aforesaid the other sum of Seventeen Hundred and fifty one pounds current money of Maryland with Interest thereon until the said money shd be paid in the following manner, and at the following times to wit, the Interest due on the whole and one third part of the last aforesaid sum of Seventeen hundred and fifty one pounds to wit; the sum of five hundred and eighty three pounds thirteen Shillings and four pence annually until the whole of the aforesaid principal sum was paid, that if the first payment was not made punctually the said Moncrieff and Crookshanks should have a right to commence an Action for the whole sum, and so also with the second payment; And that he the said William Goldsborough should duly Execute and deliver his Bond or Bonds with such security as should be approved by them the said Moncrieff and Crookshanks to secure the payment of the said purchase money in manner and form last aforesaid when he should be required by them to execute such Bond or Bonds; and it was also agreed that they the said Moncrieff and Crookshanks should sell the said last mentioned Lands and all the estate Right, title which they had therein to the said Goldsborough for the said sum of money last mentioned to be secured and paid, and that upon the payment of the said purchase money as aforesaid they the said Moncrieff and Crookshanks would convey unto the said Goldsborough his Heirs or assigns all the right and title and Interest which they had in the said last mentioned Lands, And on the said Conversation and agreement mentioned between the said Goldsborough in Consideration that they the said Moncrieff and Crookshanks to them did sell the said last mentioned Lands and their Estate Right, Title and Interest therein to the said Goldsborough, and then and there did promise and assume to him the said Goldsborough that they would well and truly convey the said Lands last mentioned and their Estate, Right Title and Interest therein to the said Goldsborough his Heirs or assigns upon receiving money in manner and form last aforesaid, afterwards

to wit, on the day and year last aforesaid, and at the County aforesaid upon himself did assume and then and there faithfully promise that he the said Goldsborough the last mentioned sum of money in manner last aforesaid with Interest thereon would well and truly pay or cause to be paid to the said Moncrieff and Crookshanks, and would also well and truly execute and Deliver to them the said Moncrieff and Crookshanks his Bond or Bonds with such security as they should approve, to secure the payment of the said last mentioned money when afterwards he should be required by them so to do. And the said Moncrieff in fact saith that they the said Moncrieff and Crookshanks, always were ready and willing and that since the death of the said Crookshanks, the said Moncrieff always hath been ready and willing to convey the said last mentioned Lands and all the right, title Estate and Interest which they the said Moncrieff and Crookshanks or either of them had therein to the said Goldsborough his Heirs or assigns upon him the said Goldsborough making payment of the said last mentioned purchase money with Interest as aforesaid, at the County aforesaid and whereas also the said William afterwards to wit, on the said twenty third day of March in the year of our Lord Seventeen hundred and ninety two at the County aforesaid was indebted to the said Moncrieff and Crookshanks, in the life time of the said Crookshanks in one other sum of Seventeen hundred and fifty one pounds current money of Maryland for certain other Lands lying and being in Dorchester County before that sold by the said Moncrieff and Crookshanks, in the life time of the said Crookshanks, to the said William at his Special Instance and request, and being so indebted the said William in Consideration thereof afterwards to wit, on the same day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said Moncrieff and Crookshanks, in the life time of the said Crookshanks, that he the said William would pay the said sum of money last aforesaid to the said Moncrieff & Crookshanks whenever he should be thereunto requested. Nevertheless the said Goldsborough his promises & assumptions aforesaid made not regarding, but minding and intending the said Moncrieff and Crookshanks in this behalf to injure and defraud the aforesaid sum of money or either of them, or any part thereof hath not paid to the said Moncrieff and Crookshanks, in the life time of the said Crookshanks, or since his death, to the said Moncrieff, nor hath he the said Goldsborough executed and Delivered any Bond or Bonds to secure the payment of the said Sums of Money or either of them or aforesaid to the said Moncrieff and Crookshanks in the life time of the said Crookshanks, or since his death to the said Moncrieff, altho often afterwards he was requested thereto, on the day and year aforesaid, at the County aforesaid but wrongfully hath