succeeding the expiration of each of the said years. And the said Jonathan & Thomas for themselves their Heirs Executors and Administrators did covenant grant and agree to and with the said Perry his Heirs and Assigns by the same instrument of writing, in manner and form following that is to say, that they the said Jonathan & Thomas then and each of their Heirs Executors & Admrs or some of them, yearly and every year during the said term aforesd would well and truly pay or cause to be paid unto the said Perry his Heirs or Assigns the said yearly rent of two hundred pounds currentmoney in manner and form afs, and at the days and times above limitted for the payment thereof, as by the same instrument of writing, among many other things therein contained may more fully and at large appear. And the said Perry Parrott doth aver, that afterwards to wit, the second day of January in the year first afs the said Jonathan, by virtue of the said demise entered into and upon the plantation and premises afs with the appurtenances to him demised as afs and was and continued possessed thereof during the whole term afs. And the said Perry in fact saith that altho he hath well and faithfully according to the form and effect of the said instrument of writing, kept and performed all and singular the Covenants and Agreements in the same instrument above specified, on the part & behalf the said Perry to be kept and performed yet neither the said Jonathan or Thomas, jointly or severally have not paid, nor ought to be paid to the said Perry the sum of two hundred pounds to the said Perry by the said Perry due of the rent afs for the said demised premises for the last year ended at the expiration of the year Seventeen hundred and ninety six, which said sum of two hundred pounds the said Jonathan and Thomas ought to have paid or cause to be paid to the said Perry at or upon the first day of January in the year Seventeen hundred and ninety seven, according to the form and effect of the said instrument of writing, but the same to him to pay they the said Jonathan & Thomas have hitherto altogether refused and still do refuse, and so the said Perry saith that the said Jonathan and Thomas, altho often thereto required have not nor hath either of them performed their Covenant afs with the said Perry in this respect as afs made, but have wholly broken the same, and have hitherto altogether refused & still do refuse to keep and perform the same to him; whereupon the said Perry saith he is greatly prejudiced and hath sustained damage to the value of three hundred pounds, like money. And thereupon he brings this Suit &c.

N. Hammond P. Pff — J. Doe & R. Roe — Pledges &c.

| | | £ | S | D |
|---|---|---|---|---|
| 1796 Sept. | Jonathan Ozment to Perry Parrott Dr. | | | |
| | To 1 years Rent on land of Thomas as by Lease | 200 | 0 | 0. |
| 1797 Sept. 13. | To 1 years ditto on ditto as per Lease | 200 | 0 | 0. |
| | | £ 400 | 0 | 0. |
| | Errors excepted. | 250 | 10 | 6½ |
| | | £ 149 | 9 | 5¾ |
| | To Balance due Perry Parrott £149 9 5¾ | | | |
| 1796. Sept. | Contra credit By Cash on Opt. Cam for | £ 58 | S 12 | D 3¼ |



| | | | | |
|---|---|---|---|---|
| Dec. 22. | By Cash paid by Bristram Martin | 90. | 0 | 0. |
| | By 2½ cwt Herring and Cash four Dollars | 1 | 13. | 4 |
| | By 1 Bushel of Meal 3/. | | 2 | 0 |
| | By 6 Barrels of flour delivered as per Contract, 13/. p/B | 4 | 10 | 0. |
| | By 4 Barrels delivered by George Hunt @ 15/. p | 3 | 0 | 0 |
| | By fodering 2 Cows one Winter @ 15/. | 1 | 10 | 0. |
| Oct. 25. | By 29 Barrels of flour @ 20/. per Barrel as agreed | 29 | 0 | 0. |
| Dec. 10. | By a Cow 60/. By 2 Bushels of Salt @ 7/6. per | 3 | 15 | 0. |
| | By six hundred pounds of Pork @ 40/. per hundred | 12 | 0 | 0. |
| 22. | By sixty pounds of Wool @ 2/. per pound | 6 | 0 | 0. |
| 1797 Jan 4 & | By 21 Barrels of flour @ 20/. per | 21. | 0 | 0. |
| | By a Lady's Spring Colt 60/. as agreed | 3 | 0 | 0. |
| | By a Hat six shillings and six pence | 0 | 6 | 6. |
| | By 4 Barrels of flour delivered for Sundries | 4 | 0 | 0 |
| | By 2 Barrels by George Hunt @ 20/. per | 2 | 0 | 0 |
| | | £ 250. | 10 | 6½ |

And thereupon the said Perry Parrott by his Attorney afs prays that the said Jonathan Ozment and Thomas Ozment may answer to the Declaration of him the said Perry Parrott in the plea afs: whereupon it is asked by the Court here that the said Jonathan Ozment and Thomas Ozment answer to the Declaration of the said Perry Parrott, in the plea afs; and if the said Jonathan Ozment and Thomas Ozment do not answer to the Declaration of the said Perry Parrott in the plea afs, Judgment will be rendered against them by default. And the said Jonathan Ozment and Thomas Ozment by their Attorney afs defend the force and injury when &c. and pray an hearing of the instrument of writing in the Declaration afs mentioned. Thereupon further process &c and upon the premises between the parties afs by consent of the said Parties and their Attorneys afs, and by order of the Court here thereon is continued until the second Tuesday of April next — At which said second Tuesday of April seventeen hundred and ninety eight comes again into the General Court here the parties afs by their Attorneys afs. And the said Jonathan Ozment and Thomas Ozment by their Attorney afs, defend the force and injury when &c. and say that they have not broken their said Covenant in manner and form as the said Perry Parrott hath above declared against them and of this they put themselves upon the Country &c. And the same Jonathan & Thomas by leave of the Court here first had & obtained according to the form — of the Statute in such made and provided come and further defend the force and injury when &c. and pray an hearing of the Instrument of writing in the Declaration afs mentioned & it is read to them in these words following to wit. Which being read and heard the said Jonathan and Thomas Ozment say that the said Perry Parrott ought not to have or maintain his action afs thereof against them because they say that he the said Jonathan Ozment, on the first day of January in the year of our Lord Seventeen hundred and ninety seven at the County afs. did pay to him the said Perry Parrott the sum of two hundred