

November last 1762 183

person undertook for the said Aaron Sterling according to act of assembly that in case the said Daniel Clark do at any time within a year & a day appear and make all or any part of the said Aaron Sterlings claim against him appear to be satisfied or otherwise to have been undue before the ending of his Attachments that then the said Aaron Sterling shall make Restitution unto him the said Daniel Clark of all or such part as shall be made appear to be undue &c. or that he the said Samuel Wilson will do the same for him &c.

Therefore it is considered that the severall goods & Chattles so as aforesaid attached and appraised to the sum of seven pounds five shillings and six pence current Money and one hundred and fifty pounds of Tobacco may be condemned as of the goods & Chattles of the said Daniel Clark towards satisfying unto the said Aaron Sterling his Damages and all costs & Charges accruing by means of the Attachments aforesaid and that the said Aaron Sterling have thereof Execution &c.

W Thomas Miller  
D Bencher Roberts } Command was given unto the sheriff of somerset county that he should take Bencher Roberts late of somerset county planter if he should be found in his bailiwick and him safe keep so that he might have his body before the Justice of his Lordships county court of somerset to be held at princeps Ann town the third Tuesday of November Anno Domini one thousand seven hundred sixty and two to answer unto Thomas Miller of a plea of Trespass upon the case and so forth and the same day is to be of Thomas Here &c.

And hereupon the said Thomas complained against the said Bencher in the plea aforesaid following — Somerset s<sup>r</sup> Bencher Roberts late of somerset county planter was attached to answer unto Thomas Miller of a plea of trespass upon the case and so forth — And whereupon the said Thomas Miller by Samuel Wilson his Attorney complains that whereas on the last day of December in the year of our Lord God seventeen hundred and sixty one at the county of an agreement was made and concluded between Mary the wife of the said Bencher who was then sole and the said Thomas that the said Thomas the ensuing year should be the overseer of the said Mary over a plantation belonging to the said Mary and in everything to perform the duty of an overseer and that the same Thomas should receive to his own use one fourth part of everything that should in the same year be made on the said plantation except flax and potatoes and whereas the said Thomas in pursuance of the said agreement began and prosecuted a crop on the said plantation and afterwards and after the marriage of the said Bencher with the said Mary to wit on the day of in this year of our Lord God seventeen hundred and sixty two at the county aforesaid a communication was had and moved between the said Bencher and the said Thomas of and concerning the said Thomas his Relinquishing and giving up the care and management of the said plantation and crop and his share thereof and being discharged therefrom and the said Bencher his paying to the said Thomas an adequate satisfaction for the Labour care and services of him the said Thomas before that time expended word and done on the same and on that communication it was then and there agreed between the said Thomas and the said Bencher that he the said Thomas should from that time Relinquish and give up the care and management of the said plantation and crop and his share thereof and be discharged therefrom and that the said Bencher should pay to the said Thomas for the same the sum of eight pounds Ten shillings current money of Maryland and in consideration that he the said Thomas then and there at the special Instance of the said Bencher promised to the said Bencher to perform the agreement aforesaid on his part he the said Bencher on the day and Year last aforesaid at the county aforesaid upon himself did assume and to the said Thomas then and there faithfully promised that he the said Bencher would pay to the said Thomas the said sum of eight pounds ten shillings and perform the said Agreement on his part to be performed and the said Thomas in fact says that he in pursuance of the agreement aforesaid did from that time Relinquish and give up the care and management of the said plantation and crop and his share of the same and did comply with his part of the agreement aforesaid yet the said Bencher his promise and assumption aforesaid in form aforesaid

November  
said Made not  
to deceive and  
-mas hath not  
good and still  
often since by  
money of Mary  
A copy of the  
day here (as m  
-ty of now here  
answer the afo  
that he had se  
case provided be  
force Injury  
assume upon he  
and unto the Da  
Roberts with a  
his costs and  
not more an  
prays Judge  
adjudged &c  
of Bencher  
in form of ac  
aforesaid to the name  
which certain  
so and  
to the  
Command was g  
county planter  
have his body  
the third Tuesd  
Stuart of a  
sheriff to w  
dy here at  
commanded  
to give spec  
court in his p  
happen that  
Records or th  
and satisfie  
of such Judge  
the said Benju  
his place Little  
And