

Him in Talbot County Court: upon two of the said penall bonds: the  
 Conditions of which the Compt. was and all wayes has beene ready to  
 Comply with upon the sd Roberts performing the agreement aforesd  
 the which to doe he still refused: to wch the sd Robert Smith Esqr  
 by his said Attorney answered that hee it was hee did about the tyme  
 in the bill for that purpose mentioed enter into Communitation and  
 make such Contract and agreement with the Compt. for the sale of  
 those Lands therein named but denied that hee ever refused to execute  
 or Acknowledge such deeds as were essentially requisite for securing  
 and transferring the premises to the Compt. And the Defendant further  
 saith that it is true hee did alsoe by the sd Agreement sell and dispose  
 of all such dwelling houses; out houses; Stock of Cattle, horses; Sheep  
 hoggs and other Stock then standing growing and being upon the said land  
 soe Contracted for by the Defend with the Compt. but does positively  
 deny that any part of the sd Cattle: horses: Sheep or other live Stock  
 were taken away by the purchaser or any other person by his order  
 privity or consent after the making such Contract or Agreement  
 as aforesaid. Although the same was falsly suggested in the bill: And  
 as to the sume of Eighteen thousand pounds of Debt pretended by  
 the Compt. to be pd the Defendant in part of payment for the said  
 land soe Contracted for by the Defend to the Compt. the said Defd does  
 aver that he nor any other person by his order did ever receive the sume  
 of Eighteen thousand pounds of Debt or any other sume in or out from  
 the Compt. upon the sd Consideration but did receive the said  
 some of the Compt. since the making of the sd Contract or Agreement  
 but does affirme the same was pd him by the Compt. toward the satisfac-  
 tion and upon the Account of a certain bill or writing under the hand  
 and Seale of the Compt. for seven thousand five hundred pounds of Debt  
 whose said bill bears date the sixth day of May 1693 and became due  
 and payable long before any of the lands in the Compt. bill sett forth  
 and that hee is ready and willing to give the Compt. credit for the same  
 by endorsement on the back of the sd bill — Both which answer the sd  
 Compt. for replication saith that his said bill of Compt. is very true and  
 sufficient in law to be by him the sd Defendant answered unto: and that  
 all and every the matters and Allegations therein contained are by him therein  
 sett forth upon good cause Just ground and occasion of Suit; and the  
 Compt. further saith that the said Defendants said Answer is very untrue  
 untrue and insufficient in the law to be by him the Compt. replyd unto  
 Nevertheless all Advantages and benefit of Exception to the —