Stephen Brunner in the General Court of Western Shore they acknowledge themselves jointly and severally to be content therewith before us this 3rd day of May 1789.

W. M Beall, Geo Murdock

To the Honourable the Judges of the General Court

Baker Johnson Esq. for Defendants

And the said John Jacob Schley and Stephen Brunner by Baker Johnson their said Attorney come and defend the force and Injury when and so forth and pray leave to Imparle hereunto untill next Court and they have it and the same days given to the Plaintiff also.

At which said next court to wit the thirteenth day of the same month Anno Domini seventeen hundred and Eighty nine Come again as well the said Daniel Dulany by his attorney aforesaid as the said John Jacob Schley and Stephen Brunner by their attorney aforesaid.

And the said John Jacob Schley and Stephen Brunner by their said Attorney as before defend the force and Injury when and so forth and say that the said Daniel Dulany his action aforesaid against them to have or maintain ought not &c. because they say the said Jacob Schley did pay unto the said Daniel Dulany the said sum of money in the Condition of the said writing obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing obligatory and this they are ready to verify wherefore they pray Judgment if the said Daniel Dulany his action aforesaid against them to have or maintain ought &c.

And the said Daniel Dulany saith that he by any thing by the said Jacob Schley and Stephen Brunner above in pleading hath alledged from having or maintainining his action aforesaid against them ought not to be preduded because he saith that the aforesaid John Jacob Schley did not pay unto him the said Daniel Dulany the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Jacob Schely and Stephen Brunner above by pleading

Pleading hath alledged and of this he prays may be enquired of by the Country And the aforesaid John Jacob Schley and Stephen Brunner in like manner &c.

Whereupon this cause standing ready for Trial Command is given to the sheriff of Ann Arundel County that he cause to come before the Judges of our General Court here on the second Tuesday of May next twelve &c by whom &c and who neither &c. to recognize &c because as well &c the same day is given to the said parties then and there &c.

At which said second tuesday of May being the eleventh day of the same month Anno domini seventeen hundred and ninety come again as well the said Daniel Dulany by his attorney aforesaid as the said John Jacob Schley and Stephen Brunner by their attorney aforesaid But our said sheriff hath not sent his writ. Nevertheless the aforesaid John Jacob Schley and Stephen Brunner by their attorney aforesaid relinquishing the averment above by them pretended say that they cannot deny the action aforesaid of the aforesaid Daniel Dulany so as aforesaid against them brought nor but that they owe to the aforesaid Daniel Dulany the aforesaid sum of three hundred and six pounds seven shillings and four pence Current money in manner and form aforesaid so as the aforesaid Daniel Dulany, above against them hath declared.

Therefore it is considered by the Judges here that the aforesaid Daniel Dulany recover against the said John Jacob Schley and Stephen Brunner as well the sum of three hundred and six pounds seven shillings and four pence current money his debt aforesaid in form aforesaid confessed as also the sum of six hundred and twenty seven pounds of tobacco by the Court here unto the said Daniel Dulany on his assent adjudged as well for his damages sustained by reason of the detention of that debt as for his costs and charges by him about his suit in this behalf laid out and expended and the said defendants in Mercy &c.

Memorandum, The Plaintiff releases the penalty on payment of the principal Interest and Costs of suit and agrees to stay execution