June Term 1795

Date hereof then then the above obligation to be void and of none effect otherwise in full force and virtue in Law Which being read and heard the said William Goodwin saith that the said Daniel Dulany Administrator aforesaid his Action aforesaid thereof against him to have or maintain ought not because he saith that after making the several Writings obligatory and before the suing the Original Writ in this cause he the said William Goodwin did pay to the said Daniel Dulany administrator as aforesaid the aforesaid several sums of sterling money in the said Conditions mentioned with legal Interest thereon to wit At Baltimore County aforesaid and this he the said Daniel Dulany administrator aforesaid his Action aforesaid against him to have and maintain ought and so forth And the said Daniel Dulany administrator aforesaid saith that he ~~the~~ by any thing alledged from having and maintaining his Action aforesaid against him the said William Goodwin to be precluded ought not because he saith that the said William Goodwin did not pay to him the said Daniel Dulany administrator aforesaid the said several sums of Sterling money in the conditions of the said Writing obligatory mentioned with legal Interest thereon in manner and form as the said William Goodwin above in pleading hath alledged and this he prays may be inquired of by the Country and the said William Goodwin like manner &c

~~And the said Daniel Dulany administrator aforesaid saith that he by any thing alledged from having and maintaining his Action aforesaid against him the said William Goodwin to be precluded ought not because he saith that the said William Goodwin did not pay to him the said Daniel Dulany administrator aforesaid the said several sums of sterling money in the said Conditions mentioned with legal Interest thereon in manner and form as the said William Goodwin above in pleading hath alledged and this he prays may be inquired of by the Country and the said William Goodwin like manner &c~~

Whereupon this cause standing ready for trial Command was given to the Sheriff of Anne Arundel County that he cause to come before the Judges of our General Court here on the second Tuesday of October next twelve &c by whom &c and whom neither &c to recognize &c because as well &c the said day is given to the said Parties then and there &c At which said second Tuesday of October being the fourteenth day of the same month seventeen hundred & eighty eight comes again as well the aforesaid Daniel Dulany administrator aforesaid by his Attornies aforesaid as the aforesaid William Goodwin by his Attornies aforesaid. Nevertheless the aforesaid William Goodwin by his Attornies aforesaid relinquishing the averment above by him pretended says that he cannot deny the Action aforesaid of the aforesaid Daniel Dulany administrator aforesaid the aforesaid sum of

Two

Two hundred and ninety one pounds thirteen shillings and four pence current money of Maryland in such manner and form as the aforesaid Daniel Dulany administrator aforesaid above against him hath declared. Therefore it is considered by the Court here that the said Daniel Dulany administrator aforesaid recover against the said William Goodwin as well the sum of two hundred and ninety one pounds thirteen shillings and four pence current money of Maryland his debt aforesaid in form aforesaid confessed as also his costs and charges by him about this suit in this behalf laid out and expended And the said Defendant in mercy &c

Memorandum Before the signing of the above Judgment it was agreed between the said parties Plaintiff and Defendant that the same be subject to the opinion of the Court whether by the late war between Great Britain and America the payments made by the Defendant unto the Treasury the debt is discharged or extinguished or any and what part of the same or of the Interest thereof. But because the Court here are not advised to give their Judgment of and upon the premises, day therefore is given to the parties aforesaid untill the second Tuesday of May next to hear their Judgment of and upon the premises because the Court here thereof not yet &c. At which said second Tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and eighty nine come again the parties aforesaid Plaintiff and Defendant by their Attornies aforesaid but because the Court here are not yet advised to give their Judgment of and upon the premises day therefore is further given to the parties aforesaid untill the second Tuesday of October next to hear their Judgment of and upon the premises because the court here thereof not yet &c At which said second Tuesday of October being the thirteenth day of the same month Anno Domini seventeen hundred and eighty nine come again the parties aforesaid Plaintiff and Defendant by their Attornies aforesaid but because the court here are not yet advised to give their Judgment of and upon the premises day therefore is further given to the parties aforesaid untill the second Tuesday of May next to hear their Judgment of and upon the premises because the court here thereof not yet &c At which said second Tuesday of May being the eleventh day of the same month anno Domini seventeen hundred and ninety come again the parties aforesaid Plaintiff and Defendant by their Attornies aforesaid but because the Court here are not advised to give their Judgment of of and upon the premises day therefore is further given to the parties aforesaid untill the second Tuesday of October next to hear their Judgment of and upon the premises because the Court here thereof not yet &c At which said second Tuesday of October being the twelfth day of the same month Anno Domini seventeen hundred and ninety comes into court here as well the aforesaid Daniel Daniel Dulany administrator aforesaid by his Attornies aforesaid as the aforesaid William Goodwin by his Attornies aforesaid And it is agreed upon by the aforesaid parties Plaintiff and Defendant by and with the consent of their Attornies aforesaid to release all Errors for or by reason of any misconteinuance or discontinuance in this cause & to receive the Judgment of the Court on the following case stated to wit