same day is given to the plaintiff also. At which said next Court to wit the fourteenth day of October Anno domini seventeen hundred and eighty eight comes again as well the aforesaid Daniel Dulany administrator aforesaid by his Attornies as the aforesaid Charles Wells by his Attornies aforesaid and the said Charles Wells by his Attornies aforesaid as before defends the force and injury when, and so forth and prays further leave of imparle hereunto until next Court and he hath it and the same day is given to the plaintiff also. At which said next Court to wit the twelfth day of May Anno domini seventeen hundred and eighty nine comes again as well the aforesaid Daniel Dulany administrator aforesaid by his Attornies aforesaid as the aforesaid Charles Wells by his Attornies aforesaid And the said Charles Wells by his Attornies aforesaid as before defends the force and injury when and so forth and prayeth an hearing of the writings obligatory aforesaid and of the Conditions thereof and he hath them as follows to wit Know all Men by these presents that we William Goodwin and Charles Wells both of Baltimore County are held and firmly bound unto Thomas Bladen Esquire in the full and just sum of two hundred and twelve pounds nineteen shillings sterling to be paid to the said Thomas Bladen his certain Attorney Executors Administrators or assigns to which payment well and truly to be made and done we bind ourselves our heirs Executors and Administrators jointly and severally firmly by these presents Sealed with our seals and dated this first day of April Anno domini one thousand seven hundred and seventy five The Condition of the above obligation is such that if the above bound William Goodwin do and shall well and truly pay or cause to be paid unto the said Thomas Bladen his certain Attorney Executors Administrators or assigns the just and full sum of one hundred and six pounds nine shillings and six pence sterling money with legal Interest thereon at or upon the day of next ensuing the date hereof without fraud or further delay then the above obligation to be void else to remain in full force and virtue in law. — Know all Men by these presents that we William Goodwin and Charles Wells both of Baltimore County are held and firmly bound unto Thomas Bladen Esquire in the full and just sum of one hundred and six pounds nine shillings and six pence sterling to be paid to the said Thomas Bladen his certain Attorney Executors Administrators or assigns to which payment well and truly to be made and done we bind ourselves our heirs Executors Administrators jointly and severally firmly by these presents Sealed with our seals and dated this first day of April Anno domini one thousand seven hundred and seventy five The Condition of the above obligation is such that if the above bound William Goodwin do and shall well and truly pay or cause to be paid unto the said Thomas Bladen his certain Attorney Executors Administrators or assigns the just and full sum of fifty three pounds four shillings and nine pence sterling at or upon the first day of July next with legal Interest thereon without fraud or further delay then the above obligation to be void else to remain in full force and virtue in Law — Which being read and heard the said Charles Wells 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 said several writings obligatory and before the issuing the original writ in

this cause the said William Goodwin in the conditions aforesaid mentioned did pay to the said Daniel Dulany Administrator as aforesaid the aforesaid sum 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 Charles Wells is ready to verify wherefore he prays Judgment if the said Daniel Dulany Administrator aforesaid his action against him to have and maintain ought and so forth

And the said Daniel Dulany Administrator aforesaid saith that he by any thing alleged from having and maintaining his action aforesaid against him the said Charles Wells to be precluded ought not because he saith that the said William Goodwin in the Conditions aforesaid mentioned 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 Charles Wells above in pleading hath alledged and this he prays may be enquired of by the Country And the said Charles Wells in like manner &c. Whereupon this Cause standing ready for trial Command was 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 October 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 October being the thirteenth day of the same Month Anno Domini seventeen hundred and eighty nine comes again as well the aforesaid Daniel Dulany Administrator aforesaid by his Attornies aforesaid as the aforesaid Charles Wells by his Attornies aforesaid but our said Sheriff hath not sent his writ. Nevertheless the aforesaid Charles Wells 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 so as aforesaid against him brought nor but that he owes to the aforesaid Daniel Dulany Administrator aforesaid the aforesaid sum of six hundred and forty three pounds three 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 Judges here that the said Daniel Dulany Administrator aforesaid recover against the said Charles Wells as well the sum of six hundred and forty three pounds three shillings and four pence current money of Maryland his debt aforesaid in form aforesaid confessed as also his Costs and Charges by him about his suit in this behalf laid out and expended and the said Charles Wells in mercy &c. Memorandum before the signing 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 until the second tuesday of May next to hear their Judgment of and upon those 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 yet advised to give their Judgment of and upon the premises day therefore is further given to the parties aforesaid until the second tuesday of October Next to hear their Judgment of and upon the premises the