pounds current money of Maryland for value received when afterwards he should be by them requested so to do and the said Luther Martin further saith that the said sum of Two hundred pounds being so due and unpaid to the said Chase and Ridgely they the same Chase and Ridgely afterwards in the life time of the said Alexander Mc Faddon to wit on the ninth day of March in the year of our Lord one thousand seven hundred and eighty two at the County aforesaid having and each of them having first made Oath before Thomas Sollers then one of the State of Maryland Justices of the peace for Baltimore County aforesaid that they had received no part of the sum in the said writing obligatory but that the same was justly due, by a writing upon the said obligatory made and with the proper hands of them the said Chase and Ridgely subscribed and with the seals of them the said Chase and Ridgely sealed bearing date the day and year last aforesaid according to the force form and effect of the Act of Assembly in such case lately made and provided the said writing obligatory and the aforesaid sum of Two hundred pounds current money aforesaid and all their Right and Title thereto unto him the said Luther Martin did assign at the County aforesaid whereof the aforesaid Alexander Mc Faddon then and there in his life time had notice by virtue whereof and by force of the said Act of Assembly the said Mc Faddon in his life time became indebted to the said Luther Martin in the aforesaid sum of Two hundred pounds which said sum of two hundred pounds the said Mc Faddon in his life time and the said Stewart and Armstrong since his death or either of them have not paid or satisfied to the said Luther Martin and this he is ready to verify wherefore he prays Judgment if the said Stewart and Armstrong his Action aforesaid against him to have or maintain ought &c.

R Potts for Defendant

The Defendant also gives Notice that under his plea of payment he means to give in Evidence the Bond and the Assignment in the last plea filed and to set off and discount the same against the plaintiffs demand. R. Potts for Defendant.

Copy of the writing obligatory in the plea last aforesaid mentioned, and of the Assignment thereon and Oath is as follows to wit,

I promise to pay Jeremiah Townley Chase and Richard Ridgely Esquires, the sum of two hundred pounds specie: Value received on Demand: Witness my Hand & Seal this 27th day of September seventeen hundred and eighty one.

Witness Richardson Stuart. Alex. Mc Fadon (Ls)

(indorsed) We hereby assign over the within single Bill, and all our Right and Title thereto to Luther Martin Esquire, for value received: Witness our hands and Seals this 9th day of March 1782.

Jr. Tolly. Chase (Ls)
R. Ridgely (Ls)

Signed Sealed & delivered in presence of David Mc Mechen

Baltimore County, to wit March 9th 1782. Came Jeremiah Townly Chase and Richard Ridgely and severally made Oath, that they have received no part of the sum mentioned in the within obligation to the best of their knowledge but that the same is due

Sworn before Thomas Sollers

And the said James Armstrong and Richardson Stuart Executors aforesaid say that they by any thing by the said Luther Martin above in his first plea alledged from having or maintaining their Action aforesaid against him ought not to be precluded, because they say that after the making the said writing obligatory and before the day of impetrating the Original Writ of them the said James Armstrong and Richardson Stuart Executors aforesaid that is to say on the day of in the year seventeen hundred and eighty the said Luther Martin did not pay to the said Alexander Mc Fadon in his life time the said sum of Money in the Condition of the said writing obligatory mentioned with all the Interest thereon due in such manner and form as the said Luther Martin above thereof in his first plea hath alledged, and of this they pray may be enquired of by the Country, and the aforesaid Luther Martin in like manner and so forth.

And the said James Armstrong and Richardson Stuart Executors aforesaid, say, that they by any thing by the said Luther Martin above in his second plea alledged, ought not to be precluded from their Action aforesaid thereof against him the said Luther Martin had, because they say, that the second plea aforesaid by the said Luther Martin in manner and form aforesaid above pleaded, and the matter in the same contained, are not sufficient in Law to preclude them the said James Armstrong and Richardson Stuart Executors aforesaid from their Action aforesaid thereof against him the said Luther Martin had, to which said second plea in manner and form aforesaid above pleaded, they the said James Armstrong and Richardson Stuart Executors aforesaid have no necessity, nor are by the Law of the Land obliged, in any manner to answer: And this they are ready to verify: Wherefore for want of a sufficient plea in this behalf, they pray Judgment and their debt aforesaid, together with their damages by reason of the detention of that debt, to be adjudged to them &c.

Whereupon for trying the Issue aforesaid between the parties aforesaid heretofore first above joined Let a Jury thereupon appear before the Judges of our General Court here immediately, by whom &c and who neither &c to recognize &c because as well &c who being called come, that is to say, Josias Carter, John Diggs, Sutton Isaac Meems, Archibald Golder, John Thomas, Richard Forrest, Howe Somerville, David Geddes, Thomas Gardiner, James Williams, James Howard and John Craig, who being duly elected, tried and sworn, to say the truth in the premises, upon their Oath, do say, that the said Luther Martin did not pay to the said Alexander Mc Fadon in his life time the said sum of One hundred and ten pounds specie in the aforesaid writing obligatory mentioned together with all Interest due thereon in such manner and form as the aforesaid Luther Martin within by his pleading hath alledged, and they do assess the sum of One hundred and fifty Eight pounds eight shillings current money of Maryland to be due to the aforesaid James Armstrong and Richardson Stuart Executors aforesaid on the writing obligatory aforesaid — Memorandum Before the Jurors aforesaid withdrew from the Bar of the Court here to consider of and upon their Verdict in the premises aforesaid It was agreed upon between the parties aforesaid Plaintiffs and Defendants by their Attorneys aforesaid that the Verdict by the Jurors aforesaid found should be subject to the Opinion of the Court, on the following Point saved, to wit. It is agreed that the Defendant received