the Bond on which the suit is Brought, and it is also agreed that the same Alexander Mc Fadon to whom the Defendant gave the aforesaid Bond did also execute to Jeremiah Townley Chase and Richard Ridgely Esquires the Bond mentioned in the Defendants second plea and notice in this Cause and that they in the life time of the said Alexander Mc Fadon and on the day in the Assignment mentioned did assign the said last mentioned Bond to the Defendant in this cause for value received as by the said two Bonds assignments and endorsements thereon will appear, which are hereby referred to and made part of the case. The Verdict of the Jury is to be subject to the Opinion of the Court, Whether on the plea of payment the Defendant can give in Evidence the above facts either under the notice given by him in this cause or Independant of that notice. And if the Court shall be of opinion that the Defendant can give in Evidence the above facts as aforesaid to prevent the Plaintiffs from recovering in the present suit, then Judgment to be entered for Defendant otherwise for the Plaintiffs

Thos Jennings
Luther Martin,

But because the Court here are not advised to give their Judgment of and upon the premisses day therefore is given to the parties aforesaid until 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 here into our General Court as well the aforesaid James Armstrong and Richardson Stuart Executors aforesaid by their Attorney aforesaid as the aforesaid Luther Martin by his Attorney aforesaid. But because the Court here are not yet advised to give their Judgment of and upon the premisses day therefore is further given to the parties aforesaid until the second tuesday of May next to hear their Judgment of and upon the premises, because the Court here thereof are 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 here into our General Court as well the aforesaid James Armstrong and Richardson Stuart Executors aforesaid by their Attorney aforesaid as the aforesaid Luther Martin by his Attorney 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, because the Court here thereof are not yet &c. At which said second tuesday of October being the twelfth day of the same month Anno Domini seventeen hundred and ninety come again here into our General Court as well the aforesaid James Armstrong and Richardson Stuart Executors aforesaid by Thomas Jennings and Philip Barton Key their Attornies as the aforesaid Luther Martin by his Attorney aforesaid, Whereupon the parties aforesaid Plaintiffs and Defendant by their Attornies aforesaid file in Court here the following Agreement to wit,

Alexander Mc Fadon's Excors use of William Whitcroft, ag.t Luther Martin.

It is agreed that all pleadings but the plea of payment and non payment and Ness shall be struck outs and the Defendant have leave to plead any other Matter, and

the Plaintiffs to reply &c. and each party release all Errors to the other.

Luther Martin for Deft
Thos Jennings for Pltffs.

Whereupon further process of and upon the premises aforesaid, between the parties aforesaid and their Attornies aforesaid, and by order of the Court here thereon is continued until the second Tuesday of May then next following.

At which said second tuesday of May being the tenth day of the same Month Anno Domini seventeen hundred and ninety one come again here into our General Court as well the aforesaid James Armstrong and Richardson Stuart Executors aforesaid by their Attornies aforesaid as the aforesaid Luther Martin by his Attorney aforesaid. And the said Luther Martin by Richard Ridgely his Attorney, as before, comes and defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and of the Condition of the said writing obligatory and he hath it in these words, to wit, "I hereby oblige myself my Heirs and Ex.rs to pay or cause to be paid unto Mr Alexander Mc Faddon the sum of One hundred and ten pounds specie for a Negro Slave named Jack this day sold by him to me which sum of money I promise to pay on or before the expiration of one Month from this date, as Witness my hand and Seal this fourteenth day of January in the year of our Lord one thousand seven hundred and eighty two. Luther Martin (SS)

Adam Gantz" which being read and heard the said Luther Martin with all the true it is that he the said Luther on the day and year in the said Declaration mentioned did make and execute the writing obligatory aforesaid and thereby acknowledged himself to be held and firmly bound unto the aforesaid Mr Faddon in the aforesaid sum of One hundred and ten pounds current money as by the said Declaration above is alledged, Yet Nevertheless the aforesaid Luther Martin further saith that the aforesaid Stewart and Armstrong his action aforesaid thereof against him to have or maintain ought not because he saith that the said Alexander Mc Faddon in his life time to wit on the twenty seventh day of September in the year of our Lord one thousand seven hundred and eighty one at the County aforesaid by his writing obligatory sealed with his Seal which said writing obligatory the said Luther Martin here brings into Court the date whereof is the day and year last aforesaid did promise to pay to Jeremiah Townley Chase and Richard Ridgely Esquires the sum of Two hundred 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 said Chase and Ridgely afterwards in the life time of the said Mr Faddon and after the making and executing the said writing obligatory in the said Declaration mentioned 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 the same day first duly made Oath on the holy Evangels of Almighty God before Thomas Sollers Esquire then being one of the State of Marylands Justices of the peace for Baltimore County aforesaid that they had received no part of the sum of Money in the said writing obligatory mentioned but that the same was justly due by a writing