the City of Annapolis the seconds tuesday in may instant. they acknowledge themselves content
therewith. this 2d. day of may seventeen hundred and ninety seven.

Acknowledged before Geo: Gould Th. Pressbury
W. Winchester

I Johnsa Dorsey empower, authorize and appoint Seames Winchester Esquire to appear for me in the above action. Given under my hand and seal this day of seventeen hundred and ninety seven.

Witness Johnsa Dorsey seal

To the Honorable the Judges of the General court.

And thereupon on the motion of the aforesaid Elias Brown and Moses Brown executors aforesaid by their attorney aforesaid. It is ruled by the court here, that the said Johnsa Dorsey answer to the declaration aforesaid of the aforesaid Elias Brown and Moses Brown executors aforesaid in the plea aforesaid, or Judgment by the court here will be entered against him in default thereof. And the said Johnsa Dorsey by his attornies aforesaid defends the force and injury when and so forth. and prays leave of the court here to imparle until the second tuesday of October next. and then to answer to the declaration aforesaid of the aforesaid Elias Brown and Moses Brown executors as aforesaid in the plea aforesaid. and to him it is granted. the same day is given to the aforesaid Elias Brown and Moses Brown executors as aforesaid also.

At which said second Tuesday of october being the tenth day of the same month in the year of our lord one thousand seven hundred and ninety seven. to which said day the said Johnsa Dorsey had leave to imparle and then to answer to the declaration aforesaid of the aforesaid Elias Brown and Moses Brown executors aforesaid in the plea aforesaid come again into the general court here as well the aforesaid Elias Brown and Moses Brown Executors as aforesaid by their attorney aforesaid. as the said Johnsa Dorsey by his attornies aforesaid. and the said Johnsa Dorsey by his attornies aforesaid as before defends the force and injury when and so forth. and prays an hearing of the writing obligatory aforesaid and of the condition thereof. which being read and heard. the said Johnsa saith that the said Elias and Moses their action aforesaid thereof against him to have or maintain ought not because he saith that the said Vachel Dorsey Junior. in the condition of the writing obligatory aforesaid named. after the execution of the said writing Obligatory, and before the impetration of the writ Original in this cause, towit. on the first day of January seventeen hundred and ninety five. at Ann Arundel county aforesaid, did well and truly pay to the said Abel Brown in his life time the full and just sum of two hundred and fifty pounds current money in gold and silver. with legal interest thereon, from the date of the said Writing obligatory. according to the form and effect of the condition thereof and this the said Johnsa is ready to verify: wherefore he prays Judgment if the said Elias and Moses their action aforesaid thereof against him to have ought, and so forth.

And the aforesaid Elias Brown and Moses Brown executors as aforesaid by their attorney aforesaid say, that they by any thing by the said Johnsa Dorsey above in pleading alleged from having or maintaining their action aforesaid against

him ought not to be precluded. because they say that the said Vachel Dorsey Junior. in the condition of the writing obligatory aforesaid named. after the execution of the said Writing obligatory and before the impetration of the writ original in this cause, towit. on the first day of January seventeen hundred and ninety five. at Anne Arundel county aforesaid. did not well and truly pay to the said Abel Brown in his life time the full and just sum of two hundred and fifty pounds current money in gold or silver. with legal interest thereon. from the date of the said Writing obligatory according to the form and effect of the condition thereof in such manner and form as the said Johnsa Dorsey above by (pleading) hath alledged. and of this they pray may be enquired of by the country. and the said Johnsa Dorsey in like manner and so forth. Therefore let a Jury thereon appear before the court here, on the second tuesday of may next. by whom and so forth. and who neither and so forth; to recognize and so forth; because as well and so forth. the same day is given to the said parties then and there and so forth.

And now at this day, to wit, the said second Tuesday of May being the eighth day of the same month in the year of our Lord one thousand seven hundred and ninety eight. came again into the General court here. as well the aforesaid Elias Brown and Moses Brown Executors aforesaid by their attorney aforesaid. as the said Johnsa Dorsey by his attornies aforesaid. And the said Johnsa Dorsey by his attornies aforesaid relinquishing the averment aforesaid. above by him pretended says. that he cannot deny the action aforesaid of the aforesaid Elias Brown and Moses Brown Executors aforesaid. so as aforesaid against him brought, nor but that he owes to the aforesaid Elias Brown and Moses Brown executors aforesaid the aforesaid sum of five hundred pounds current money of Maryland in manner and form aforesaid so as the aforesaid Elias Brown and Moses Brown executors aforesaid above against him have declared.

Therefore it is considered by the court here. that the aforesaid Elias Brown and Moses Brown executors aforesaid recover against the said Johnsa Dorsey as well the sum of five hundred pounds current money of Maryland their debt aforesaid in form aforesaid confessed as the quantity of eight hundred and forty two pounds of tobacco, by the court here unto the aforesaid Elias Brown and Moses Brown executors as aforesaid; on their agreed assuaged as well for their damages sustained by reason of the detention of that debt. as for their costs and charges by them about their suit in this behalf laid out and expended. and the said Johnsa Dorsey in mercy and so forth.

Memorandum. Judgment rendered in this cause. on the eleventh day of may in the year of our Lord one thousand seven hundred and ninety eight for the penalty and costs of suit. and the Plaintiffs agree to release the penalty upon the payment of principal interest and costs. and