return thereof to this Court here at this Instant (Viz:) Copi Copy Served in time
of Simon Wilmer Sheriff Kent County

And the said John Dickinson being called appears & thereupon at the prayer
of the Plff. by his Attorney aforesd he is ruled to give Special bail to this Action aforesd
Whereupon a Certain George Wilson of Kent County Gent. Present here in Court
undertakes for the said John Dickinson that in Case the said Lydia Dickinson shall
recover Judgment in this Plea aforesd against the said John Dickinson or that he the
said John Dickinson shall be therein legally convict that then the said John
Dickinson shall pay the Condemnation of the Court thereupon or render his Body
to the Custody of the Sheriff of Kent County in Satisfaction thereof or that he the
said George Wilson will do it for him. And the said John Dickinson by Joshua
George his Attorney comes & defends the force & Injury when &c And prays a
hearing of the Writing Obligatory aforesd & it is read unto him. He also prays a hear-
ing of the Condition of the same Writing & it is read unto him in these Words
(Viz:) The Condition of this Obligation is such that if the above bounden John
Dickinson or his Heirs Exrs or Administrators or any do well & truly pay or
cause to be paid unto the above named Lydia Dickinson his Mother the just and
full Sum of fifty Pounds & to her Heirs Exrs Administrators or Assigns & that
at or before the first Day of May now next ensuing the Date hereof & that
without fraud Covin or further Delay then this present Obligation shall be
Void & of none Effect or else to stand remain in full force power & Virtue as now
Which being read & heard the said John Dickinson by his said Attorney prays Leave
to imparle hereunto until next Court And he hath it And the same Day is given
to the Plff. also.

At which said next Court to wit the 16th Day of October Anno Dom. 1739
Comes again as well the said Lydia Dickinson by her Attorney as the said John
Dickinson by his Attorney aforesd And the said John Dickinson by his said Attorney
prays further Leave to imparle hereunto until next Court and he hath it And
the same Day is given to the Plff. also.

At which said next Court to wit the 16th Day of October Anno Dom. 1739
Comes again as well the said Lydia Dickinson by her Attorney as the said John
Dickinson by his Attorney aforesd And the said John Dickinson by his said Attorney
prays further Leave to imparle hereunto until next Court and he hath it And
the same Day is given to the Plff. also.

At which said next Court to wit the 20th Day of May Anno Dom. 1740 Comes
again the said Parties Plff. & Defts. by their Attorneys aforesd And the said Defts. by his
said Attorney prays further Leave to imparle hereunto until next Court and he
hath it And the same Day is given to the Plff. also.

At which said next Court to wit the 21st Day of October Anno Dom. 1740 Comes
again the said Parties Plff. & Defts. by their Attorneys aforesd And the said Defts. by his said
Attorney prays further Leave to imparle hereunto until next Court & he hath it
the same Day is given to the Plff. also.

At which said next Court to wit the 11th Day of April Anno Dom. 1741
Comes again as well the said Lydia Dickinson by her Attorney aforesd as the said John
Dickinson by his Attorney aforesd And the said John Dickinson by his said Attorney
as before defends the force & Injury when & And Saith that the aforesd Lydia her Action
aforesd against him to have & maintain ought not because he saith that the aforesd
Sum of One hundred Pounds Current Lawfull Money of New York mentioned
in the Writing Obligatory aforesd at the time of the making the said Writing
Obligatory in the Declaration aforesd mentioned nor at any time since amounted
to but One hundred Pounds Current Money of Maryland and not more And the aforesd
John Dickinson Saith that he was always ready to pay to the aforesd Lydia the Sum
of fifty Pounds Current Money of Maryland with Legal Interest thereof in
Discharge of the Writing Obligatory aforesd at Kent County aforesd if the said Lydia had
been there & would have delivered to the said John Dickinson the Writing Obligatory
aforesd but that the said Lydia nor any one for her was there the same fifty Pounds
(with)

with the Legal Interest thereof to receive the the same John from all the time aforesd was
ready to pay the said Lydia the said fifty Pounds Current Money of Maryland with
the Legal Interest thereon & the same hereunto Court brings it without that that one
hundred pounds Current Lawfull money of New York at the time of making the
Writing Obligatory aforesd or at any time since & exceeded more in Value than One
hundred pounds Current Money of Maryland as the said Lydia above hath declared
& this he is ready to Verify wherefore he prays Judgment if the aforesd Lydia her Action
aforesd against him to have or Maintain ought &c.

And the aforesd Lydia Saith that she by any thing by the aforesd John above by pleading
& alledged from having her Action aforesd thereof against him the same John ought
not to be precluded because protesting that the aforesd One hundred Pounds Current
Lawfull Money of New York in the Writing Obligatory aforesd mentioned at the
time of making the same Writing & at all times since were & are of more Value
than One hundred pounds Current Money of Maryland to wit of the Value of One hund.
& fifty pounds Current money of Maryland as the said Lydia by her Declaration
hath alledged & also protesting that the same John never was ready or offered to
pay to her the same Lydia the aforesd fifty Pounds Current Money of Maryland and
Interest thereof at Kent County aforesd as the same John above by pleading hath
alledged & also protesting that the same Lydia at all times from the Day of the
date of the same Writing Obligatory until the Day of the Importation of the Origi-
nal Writ in the Plea aforesd was ready at Kent County aforesd to have received the aforesd
fifty Pounds Current Money of New York in the Condition aforesd mentioned with
Legal interest thereon or the Value thereof in Current Money of Maryland if the
same John had been ready or offered to pay the same for Replication Nevertheless
the same Lydia Saith that the Plea aforesd of the aforesd John in Manner & form above
alledged & the matter therein contained are insufficient in Law the same
Lydia her Action aforesd thereof against him the said John from having to preclude
to which Plea & matter the same Lydia hath no need nor by the Law of the Land
is in any manner held to Answer & this she is ready to Verify wherefore for want
of a Sufficient Answer in this Part the same Lydia prays Judgment & that her
Debt aforesd together with her Damages by occasion of the detention of that Debt to her
may be adjudged &c.

And the aforesd John Saith that the Plea aforesd by him the said John Lydia in Manner &
form aforesd above in her Replication pleaded & the matter in the same contained are
no ways sufficient in Law for her to have or maintain her Action aforesd thereupon
against him the said John to which the same John hath no Necessity nor by the Law
of Land is obliged in any Manner to Answer & this he is ready to aver, Wherefore for
default of a Sufficient Replication in this Particular the same John as before
prays Judgment and that the aforesd Lydia may be precluded from having her
Action aforesd against him the said John.

And the aforesd Lydia Saith that the Plea aforesd by her the said Lydia in Manner
& form aforesd above in her Replication pleaded & the matter in the same contained
are good & sufficient in Law for her the said Lydia to have & maintain her Action
aforesd her the said Lydia aforesd thereupon against him the said John which said Plea
& the matter in the same contained the same Lydia is ready to aver & prove &
because the aforesd John hath not Answered to that Plea nor the same hitherto
in any manner hath denied the same Lydia as before demands Judgment
& her Debt aforesd together with the Damages on occasion of detaining that Debt
to be adjudged to her &c

(Whereupon)