or to either of them hath paid but the Same to the aforesaid Edward in his life time or to the aforesaid John after the Death of him the said Edward to render have Altogether refused and the same to the said John he the same Philip to render still doth refuse and unjustly detains to the Damage of him the said John in the Sum of three hundred Pounds lawful Money of Great Britain aforesaid and therefore he brings Suit and so forth. And brings hereinto Court the Letters of Administration last aforesaid which the Commission of the Administration aforesaid to the aforesaid John in form aforesaid testify and so forth — Pledges and so forth { John Doe and Richard Roe

A Copy of which aforegoing Declaration was made and Sent with the Writ which Issued in the plea afs.

At which said Second Tuesday of September to wit the 11th day of the same month Anno Dom 1759 being the day of the return of the aforegoing Writ comes the said John Paca Administrator as aforesaid by Stephen Bordley his Attorney and the Sheriff of Ann Arundel County to whom the Same Writ was directed also comes and makes return thereof to the Court here thus Endorsed to wit

Cepi Copy left in time U Scott Sheriff

And the aforesaid Philip Thomas Administrator as aforesaid by Daniel Dulany his Attorney comes and Saving to himself all Advantages as well to the Writ as to the Declaration afs. prays a hearing of the Writing Obligatory afs. and he hath it as follows to wit Noverint Universi per Presentes me Samuel Chew de Maryland Mercatorem teneri & firmiter obligari Edwardo Hankin Londini Mercatori in Duodecimis Centum libris bone & legalis monete Magne Britannia Solvend eidem Edwardo Hankin aut suo certo Attornat Executor vel Administratoris suis Ad quam quidem Solutionem bene & fideliter faciend Obligo me Heredes Executores & Administratores meos firmiter per presentes Sigillo meo Sigillat Dat Nono Decimo die Novembris Anno Regni Dni nri Georgii Dei Gratia Magnae Britanniae Franciae & Hibniae Fidei Defensor &c Decimo tertio Annoq Dni 1726

He also prays a hearing of the Condition of the same Writing and he hath it as follows to wit The Condition of this Obligation is such that if the above bounden Samuel Chew his heirs Executors or Administrators do well and truly pay or cause to be paid unto the above named Edward Hankin his Executors Administrators or Assigns the full Sum of Six hundred Pounds of Lawfull Money of Great Britain with Interest for the Same at the Rate of five Pounds ⅌ Cent ⅌ Ann on the twenty eighth day of February next then this Obligation and another Obligation from the said Samuel Chew to the said Edward Hankin of the same Tenor and date herewith to be void & of none Effect or else to remain in full force and Virtue as Witness my hand & Seal ⅌ 19th November 1726 / — which being read and heard the said Philip Thomas Administrator as aforesaid by his Attorney afs. prays Leave to Imparle hereunto until next Court and he hath it and the same day day is given to the plaintiff also — At which said next Court to wit the Eighth day of April Anno Dom 1760 come again the said Parties Plaintiff and Defendant by their (Attorneys)

Attorneys aforesaid and the said Defendant 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 plaintiff also — At which said next Court to wit the Ninth day of September Anno Dom 1760 come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant 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 plaintiff also — At which said next Court to wit the fourteenth day of April Anno Dom 1761 come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant 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 plaintiff also — At which said next Court to wit the Eighth day of September Anno Dom 1761 comes again as well the said John Paca Administrator as aforesaid by his Attorney aforesaid as the said Philip Thomas Surviving Administrator as aforesaid by his Attorney aforesaid and the said Philip Thomas Surviving Administrator as aforesaid by his said Attorney comes and defends the force and injury when &c and saith that he ought not to be Charged with the said Debt by Virtue of the said writing because he saith that the said writing is not the Deed of the said Samuel Chew and of this he puts himself on the Country &c And the aforesaid John in like manner and so forth

And the said Philip Here with leave of the Court according to the form of the Statute in Such Case made and Provided further defends the force and Injury when &c and saith that the said John ought not to have or maintain the Action aforesaid against him the said Philip Because he saith that the said Samuel Chew in his life time did pay unto the said Edward Hankin in his life time the full Sum of five hundred Pounds of Lawfull Money of Great Britain with Lawfull Interest for the same at the Rate of five Pounds ⅌ Cent ⅌ Ann on the twenty Eighth day of February next after the Date of the said writting Obligatory According to the form and effect of the Condition of the said Writing obligatory and this he is ready to verify &c — wherefore he prays Judgment if the said John the Action afs. against him to have or maintain ought &c — And the said Philip with the leave afs. according to the Statute afs. further Defends the force and Injury when &c and saith that the said John the Action aforesaid against him the said Philip to have or maintain ought not &c because he Saith that after making the writing Obligatory aforesaid and also after the Date of payment in the Condition afs. Specified and before the Impetration of the writ Original of the said John to wit on the first day of January in the year of our Lord Seventeen hundred and Sixty at the County aforesaid he the said Samuel Chew paid to the said Edward Hankin the aforesaid Sum of (twelve)