aforesaid William on the twenty first Day of March in the year seventeen hundred and sixty at Anne Arundel County aforesaid by his certain Writing Obligatory, acknowledged himself to be held and firmly bound to him the said Leonard in the aforesaid sum of four hundred Pounds Current Money of Maryland to be paid to him the said Leonard when afterwards he should be thereunto required Nevertheless the aforesaid William (altho often thereunto required) the aforesaid sum of four hundred Pounds Current Money of Maryland to him the said Leonard hath not rendered or paid but the same to him hitherto to render or pay he hath altogether refused and still doth refuse wherefore he saith he is the worse and hath damage to the value of eight hundred Pounds Current Money of Maryland aforesaid and therefore suit is brought and so forth and brings here into Court the Writing Obligatory aforesaid sealed with the Seal of him the said William which the Debt aforesaid in form aforesaid witnesseth whose Date is the Day and Year aforesaid Pledges &c. John Doe and Richard Roe

And the said William Gaither in Custody as aforesaid by Charles Goldsborough his Attorney defends the force and injury when and so forth and prays leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 12th Day of April Anno Domini 1763 come again the said parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant in Custody as aforesaid by his said Attorney prays further leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 13th Day of September Anno Domini 1763 come again the said parties Plaintiff and Defendant by their Attorneys aforesaid And the said Defendant by his said Attorney files in Court here the following Bail Pleas to wit

And the said William Gaither by his Attorney aforesaid prays further leave to imparle hereunto until next Court and he hath it the same Day is given to the Plaintiff also

At which said next Court to wit the 10th Day of April Anno Domini 1764 comes again as well the said Leonard Anderson by his Attorney aforesaid as the said William Gaither by his Attorney aforesaid And the said William Gaither by his said Attorney as before defends the force and injury when and so forth and saith that he with the Debt aforesaid by virtue of the Writing aforesaid in the Declaration aforesaid mentioned to be burthened ought not because he saith that Writing is not his Deed and of this he puts himself upon the Country And the Plaintiff in like manner and so forth

And the aforesaid William Gaither by leave of the Court here according to the form of the Statute in such Case made and provided further defends the force and injury when and so forth and prays a hearing of the Writing aforesaid in the Declaration aforesaid mentioned and he hath it he also prays a hearing of the Condition of the same Writing and he hath it in these words to wit) The Condition of the above Obligation is such that if the above bound William Gaither his heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above Leonard Anderson his heirs Executors Administrators or Assigns at or before the seventeenth Day of November in the year of our Lord one thousand seven hundred and sixty one the full and just sum of two hundred Pounds Current Money aforesaid it being the full Consideration sum for a Grist Mill and Saw Mill with the Edifices and Appurtenances thereto belonging lying on the North side of Severn River and a Branch called Cypress Branch sold the said William Gaither Which being read and heard the same William further saith that the aforesaid Leonard his Action aforesaid thereof against him the said William to have and maintain ought not because he saith that after the making of the Writing aforesaid in the same Declaration mentioned and before the Suing of the Original Writ of the aforesaid Leonard in the plea aforesaid against him the said William to wit the fourteenth Day of January in the year seventeen hundred and sixty two at the County aforesaid he the said William did pay and satisfy unto the aforesaid Leonard the aforesaid sum of Money in the Condition aforesaid of the same Writing mentioned and the Interest thereon due and this the said William is ready to verify wherefore he prays Judgment if the aforesaid Leonard his Action aforesaid thereof against him the said William to have and maintain ought and so forth

And the said Leonard as to the second plea of him the said William he saith that he by any thing therein alledged from having or maintaining his Action aforesaid against him the

(said)