At the prayer of the Plaintiff by his attorney aforesaid he the said Lewis Duvall is adjudged to give special bail to the action aforesaid whereupon a certain Benjamin Welch of Ann Arundel County Planter present here in Court undertakes for the said Lewis Duvall that in case the said Benedict Calvert shall recover judgment against the said Lewis Duvall in the plea aforesaid or that he the said Lewis Duvall shall be thence legally convict that then the said Lewis Duvall shall pay the condemnation of the Court thereupon or deliver himself to the custody of the sheriff of Prince George County in satisfaction thereof or that he the said Benjamin Welch will do the same for him &c

And the aforesaid Lewis Duvall by Edmund Key his attorney comes and defends the force and injury when and wherefore and prayeth an hearing of the writing obligatory aforesaid and he hath it as follows to wit

Maryland ss. Know all men by these presents that we Richard Cheney of Prince George County in the Province of Maryland Minor, Lewis Duvall & Samuel Cheney of the same County & Province Planters are held and firmly bound unto Benedict Calvert of the same County in the full and just sum of One hundred and eighty three pounds twelve shillings sterling to be paid unto the said Benedict Calvert his certain attorney executors administrators or assigns, To the which payment well and truly to be made and done we bind ourselves our heirs executors and administrators and each of them jointly and severally firmly by these presents sealed with our seals and dated this twenty third day of September Anno Domini One thousand seven hundred and Sixty five, He also prays an hearing of the condition of the writing obligatory aforesaid and he hath it as follows to wit The Condition of the above obligation is such that if the above bound Richard Cheney do and shall well and truly pay or cause to be paid unto him the said Benedict Calvert his certain attorney executors administrators or assigns the debt and full sum of Ninety One pounds sixteen shillings sterling at or upon the twenty third day of November next ensuing the date hereof with legal interest for the same then the above obligation to be void else to remain in full force and virtue in Law

Which being read and heard the said Lewis Duvall by his attorney aforesaid prays 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 eleventh day of September Anno Domini 1764 come again the said Parties Plaintiff and Defendant by their attorneys aforesaid And the said Defendant by his said

(Attorney)

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 April Anno Domini 1765 comes here again as well the said Benedict Calvert by his attorney aforesaid as the said Lewis Duvall by his attorney aforesaid And the said Lewis by his attorney aforesaid pleads for, defences the force and injury when and wherefore and saith that he with the debt aforesaid by virtue of the writing obligatory said to be mentioned ought not because he saith that that writing is not his deed and of this he puts himself upon the country and wherefore and the aforesaid Benedict Calvert in like manner and wherefore

And the said Lewis by leave of the Court here and according to the form of the statute in such case made and provided further defences the force and injury when and wherefore and saith that the said Benedict his action said against him to have or maintain ought not because he saith that he did pay unto him the said Benedict the said sum of ninety one pounds sixteen shillings sterling according to the form and effect of the condition of the writing obligatory said to wit at Prince George County aforesaid and this he is ready to verify wherefore he prays judgment if the said Benedict his action said against him to have and maintain ought and wherefore

And the aforesaid Benedict as to the second plea of him the said Lewis above pleaded says that he by anything in the same second plea alleged from having and maintaining his action aforesaid to be precluded ought not because he saith that the aforesaid Lewis hath not paid the aforesaid sum of Ninety One pounds sixteen shillings sterling in the condition of the writing aforesaid mentioned and the interest thereon as the aforesaid Lewis above in pleading hath alleged and this he prays may be inquired of by the country and the aforesaid Lewis in like manner and wherefore

Nevertheless the aforesaid Lewis Duvall by his attorney aforesaid relinquishing the arrearages above by him pretended saith that he cannot deny the action aforesaid of him the said Benedict Calvert so as aforesaid above against him brought nor but that the writing obligatory aforesaid is the deed of him the said Lewis Duvall nor but that he owes unto the said Benedict Calvert the sum of One hundred and eighty three pounds twelve shillings sterling in manner and form as he the said Benedict Calvert above against him hath declared

Therefore it is considered by the Justices here that the said Benedict Calvert recover against the said Lewis Duvall as well the sum of One hundred and eighty three pounds twelve shillings sterling his debt aforesaid in form

2/x 7/3 aforesaid confessed as also the sum of

Pounds of Tobacco by the Court here unto him on his agent assigned as

(Wile)