to wit, The Condition of the above Obligation is such That if the above bound John Ijams Junr. do and shall well and truly pay or cause to be paid unto the said Jonathan Plowman his certain Attorney Executors Administrators or Assigns the Just and full Sum of Fifty two Pounds thirteen shillings of lawful Sterling Money 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 John Ijams Junior by his Attorney aforesaid 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 11th 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 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 9th Day of April Anno Domini 1765 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 the same Day is given to the Plaintiff also —

At which said next Court to wit the 10th Day of September Anno Domini 1765 come again as well the said Jonathan Plowman by his Attorney aforesaid as the said John Ijams Junior by his Attorney aforesaid and the said John Ijams Junior 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 Obligatory aforesaid to be burthened ought not because he saith That that Writing is not the Deed of him the said John and of this he puts himself upon the Country and so forth and the said Jonathan in like Manner and so forth

And the aforesaid John by leave of the Court here and according to the form of the Statute in such Case lately made and provided

further

further defends the Force and Injury when and so forth and saith that the aforesaid Jonathan his Action aforesaid against him the said John to have or maintain ought not because he saith that he the said John before the Impetration of the Original Writ of him the said Jonathan paid to him the said Jonathan the aforesaid sum of fifty two Pounds thirteen shillings Sterling Money with the legal Interest thereon according to the Force and Effect of the Condition aforesaid and this he is ready to verify and so forth wherefore he prays Judgment if the aforesaid Jonathan his Action aforesaid against him to have or maintain ought and so forth —

And the aforesaid Jonathan as to the second Plea of the aforesaid John above pleaded saith that he by any thing therein alledged from having and maintaining his Action aforesaid ought not to be precluded because he saith that he the said John the aforesaid Sum of fifty two Pounds thirteen shillings Sterling with the legal Interest thereon to him the said Jonathan hath not paid as the aforesaid John hath above in pleading alledged And this he prays may be enquired of by the Country and so forth and the aforesaid John in like Manner and so forth — Nevertheless the aforesaid John Ijams Junior by his Attorney aforesaid relinquishes the Avoirments aforesaid above by him pretended saith that he cannot deny the Action of the said Jonathan Plowman aforesaid nor but that the Writing Obligatory aforesaid is the Deed of him the said John Ijams Junior nor likewise but that he owes to the said Jonathan Plowman the said Sum of one hundred and five Pounds six shillings Sterling Money in Manner and Form as the said Jonathan Plowman above against him hath Declared

Therefore it is Considered by the Justices here that the said Jonathan Plowman recover against the said John Ijams Junior as well the Sum of One hundred and five Pounds six shillings Sterling Money his Debt aforesaid as the Sum of

a 650 Tobacco by the Court here unto him on his Assent adjudged as well for his Damages which he hath sustained by the Occasion of the Detention of that Debt as for his Costs and Charges by him about his Suit in this behalf expended And the said Defendant in Mercy and so forth

Test. Rewerdy Ghiselin Clk