notice by virtue whereof and also by force of the Act of Assembly in such cases made and provided action hath accrued unto him the said Clement Hadon to demand and have of them the aforesaid Loyd and William Goodwin the aforesaid sum of eight hundred pounds specie of the value of eight hundred pounds Current money of Maryland. Nevertheless the aforesaid Loyd and William Goodwin tho thereunto often required the aforesaid sum of eight hundred pounds hath not rendered or paid unto him the aforesaid Clement but the said sum of money aforesaid unto him the aforesaid Clement but the said sum of money aforesaid unto him the said Clement to render and pay they the said Loyd and William Goodwin hath altogether refused and still do refuse wherefore the said Clement Hayden saith he is the worse and hath damage to the value of five thousand pounds Current money therefore he brings suit and so forth and brings into Court the writing obligatory aforesaid sealed with the seals of the said Loyd and William Goodwin which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year aforesaid and so forth:

J A Thomas for Plaintiff Pledges and so forth { John Doe, and Richard Roe.

And the aforesaid Loyd and William Goodwin by Richard Ridgely their Attorney came and defend the force and injury when and so forth and pray a hearing of the writing obligatory aforesaid and the Condition thereof and they have them as follows to wit

Know all men by these presents we Loyd Goodwin and William Goodwin both of Baltimore in Maryland are held and firmly bound unto Hanson Briscoe of St. Marys County in the same State in the just and full sum of eight hundred pounds in specie half Joes at sixty shillings a Mexican Dollars at seven and six pence to be paid to the said Hanson his heirs and assigns the which payment well and truly to be made and done we bind ourselves our heirs Executors administrators jointly and individually firmly by these presents sealed with our seals and and dated this 27th of March 1784.

The Condition of the above obligation is such that if the above bounden Loyd or Goodwin his heirs Executors administrators or any of them do well and truly pay or cause to be paid unto the said Hanson Briscoe his heirs or assigns the just and full sum of four hundred pounds of the above money and that at or before the fifteenth day of May in the year seventeen hundred and eighty six with legal Interest of the same from the day that Richard Dallam shall put the said Loyd Goodwin in possession of the house and tenement sold by George Sugar to the said Goodwin for and in behalf of the said Hanson Briscoe then this obligation to be void and of no effect else to remain in full force and virtue

Signed Sealed and delivered in the presence of John Coleman, Peter Coleman } L Goodwin (Seal), Wm Goodwin (Seal)

Memorandum possession given Mr Goodwin the tenth day of June 1784 by Mr Dallam. Maryland St. Marys County April 25th 1784. Came Hanson

Hanson Briscoe before me the subscriber one of the Justices of the peace for the County for the County aforesaid and made Oath on the holy Evangels of Almighty God that he hath not directly or indirectly received any part or parcel of the within Interest or Principal of the within Bond Sworn before Thomas Bond

St Marys County Sc. I hereby set over transfer and Assign all my right title interest and claim in and unto the within bond to Clement Hayden and his heirs as Witness my hand and seal this 24th day of April Anno Domini 1784.

Test Thomas Reeder Hanson Briscoe (Seal)

which being read and heard the said Lyde Goodwin and William Goodwin say that the said Clement Haydon his action thereupon against them ought not to have or maintain because they say that on the fifteenth day of April in the said Condition mentioned they paid to the said Clement Haydon the sum of money in the said Condition mentioned which according to the form and effect of the said Condition they ought to have paid on that day and this they are ready to verify wherefore they pray Judgment if the said Clement Hadon his action thereupon against them to have or maintain ought and so forth.

R Ridgely

And the said Clement Haydon assignee as aforesaid saith that he by any thing by the said Lyde Goodwin and William Goodwin in their plea alledged from having his action aforesaid ought not to be precluded because he saith that the aforesaid Lyde Goodwin and William Goodwin did not pay to him the said Clement Haydon the said sum of money in the said Condition mentioned with legal Interest for the same on the aforesaid fifteenth day of April which the aforesaid Lyde Goodwin and William Goodwin to the same Clement Haydon on that day ought to have paid according to the form and effect of the said Condition as the aforesaid Lyde Goodwin and William Goodwin above hath alledged And this he prays may be enquired of by the Country And the aforesaid Lyde Goodwin and William Goodwin in like manner and so forth

Whereupon this cause standing for trial Command is given to the Sheriff of Anne Arundel County that he cause to come before the Judges of our Genral Court here on the second tuesday of October next twelve Gs. by whom Gs. and who neither Gs. to recognize Gs. because as well Gs. the same day is given to the said Parties then and there Gs.

At which said next Court to wit the said second tuesday of October being the fourteenth day of the same month Anno Domini seventeen hundred and eighty eight comes again as well the said Clement Haydon assignee as aforesaid by his Attorney aforesaid as the said Lyde Goodwin and William Goodwin by their Attorney aforesaid.

Nevertheless the aforesaid Lyde Goodwin by his Attorney aforesaid relinquishing the Averment above by him pretended says that he cannot deny the action aforesaid of the said Clement Haydon assignee as aforesaid so as aforesaid against him brought nor but that he owes to the aforesaid Clement Haydon assignee as aforesaid the aforesaid sum of eight hundred pounds

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