Duncan Campbell by Richard Ridgely his attorney aforesaid, as the said John Read by David McMechin his attorney; and the said John Read by his attorney aforesaid, comes and defends the force and injury when and so forth, and prays leave of the Court here to Imparle untill the second Tuesday of october next, and to him it is granted, the same day is given to the said Duncan Campbell also c

At which said second Tuesday of October being the ninth day of the same month, in the year of our Lord one thousand seven hundred and eighty seven, to which said day, the said John Read had leave to Imparle, Came again into the General Court here, as well the aforesaid Duncan Campbell by his attorney aforesaid, as the said John Read by his attorney aforesaid — and the aforesaid Duncan Campbell by his attorney aforesaid, files in Court here his Declaration and Oyer of Bond against John Read in the plea aforesaid in manner and form following, to wit —

Western Shore of Maryland, Baltimore County, Sc.t John Read late of Baltimore County Yeoman otherwise called John Read of Baltimore County Farmer was summoned to answer unto Duncan Campbell surviving Obligee of Stewart and Campbell, of a plea that he render unto them the just and just sum of Sixty pounds sixteen shillings and eight pence Current money which from them he unjustly detains and so forth — And whereupon the said Duncan Campbell by Richard Ridgely his attorney, saith that whereas the aforesaid John Reid on the first day of August in the year one thousand seven hundred and seventy five at the County aforesaid by his certain writing Obligatory acknowledged himself to be held and firmly bound unto him the aforesaid Duncan and a certain John Stewart (deceased), whom the said Duncan hath survived in the aforesaid sum of Sixty pounds Sixteen Shillings and eight pence Current money to be paid to him the said Duncan and John when afterwards he should be thereunto required — Nevertheless the aforesaid John Reid (although often thereunto required) the aforesaid sum of Current money to him the said Duncan and John in the life of the said John or to the said Duncan since the said Johns decease hath not rendered or paid, but the same to him the said Duncan 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 fifty pounds Current money and therefore he brings suit and so forth, and brings here into Court the writing Obligatory aforesaid, Sealed with the seal of the aforesaid John Read which the Debt aforesaid, in form aforesaid, witnesseth, the date whereof, is the day and year aforesaid, and so forth —

R Ridgely for the Plaintiff. Pledges c so forth — John Doe c Rich.d Roe

And the aforesaid by his attorney comes and defends the force and injury, when and so forth, and prays an hearing

of the writing Obligatory aforesaid, and the Condition thereof, and he hath them in the words following, to wit.

Know all Men by these presents that I John Read of Baltimore County Farmer am held and firmly bound unto John Stewart and Duncan Campbell in the sum of Sixty pounds, sixteen shillings and eight pence Current money to be paid to the said Stewart and Campbell their certain Attorney, Executors, Administrators or assigns; To which payment to be made, I bind myself my Heirs, Executors and Administrators firmly by these presents Sealed with my seal and dated this first day of August 1775 — The condition of the above Obligation is such that if the above bound John Reid do and shall pay or cause to be paid to the Stewart and Campbell the sum of thirty pounds eight shillings and four pence Specie with Interest, then the above Obligation to be void or else to be and remain in full force and virtue in Law c

And thereupon on motion of the aforesaid Duncan Campbell by his attorney aforesaid, It is ruled by the Court here, that the said John Read answer to the Declaration aforesaid of the aforesaid Duncan Campbell in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; And the said John Read by his attorney aforesaid defends the force and injury when and so forth, and prays further leave of the Court here to Imparle, untill the second Tuesday of May next, and then to answer to the Declaration aforesaid of the aforesaid Duncan Campbell, in the plea aforesaid, and to him it is granted the same day is given to the aforesaid Duncan Campbell also c —

At which said Second Tuesday of May being the thirteenth day of the same month, in the year of our Lord, one thousand seven hundred and eighty eight, to which said day the said John Read had leave to Imparle, and then to answer to the Declaration aforesaid of the aforesaid Duncan Campbell in the plea aforesaid, come again into the General Court here, as well the aforesaid Duncan Campbell by his attorney aforesaid, as the said John Read by his attorney aforesaid; and the said John Read by his attorney aforesaid (as before) defends the force and injury when and so forth, and saith that the aforesaid Duncan Campbell his action aforesaid against him to have or maintain ought not &c. because he saith that he the said John Read did pay unto the aforesaid Duncan Campbell the said sum of money in the Condition of the said writing Obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing Obligatory, and this he is ready to verify — Wherefore he prays Judgment if the aforesaid Duncan Campbell his action aforesaid against him to have or maintain ought and so forth —