And the said Thomas Hawkins Hanson by leave of the Court here and according to the Statute in such case made and provided by his said Attorney comes and further defends the force and injury when and so forth, and saith that the said John Casey his action aforesaid against him the said Thomas Hawkins Hanson to have or maintain ought not, because he saith on the nineteenth day of March in the year seventeen hundred and eighty one the aforesaid sum of Three hundred and ninety four pounds Currency in the Condition of the said Obligation mentioned with the Interest thereon amounted to the sum of four hundred and sixty seven pounds eighteen shillings and five pence Currency and no more which said last mentioned sum the said Thomas Hawkins Hanson on the said Nineteenth day of March in the year Seventeen hundred and eighty one at Prince Georges County aforesaid tendered and offered to pay to him the said John Casey in Bills of Credit according to an act of Assembly of this State entitled "an act to make the Bills of Credit issued by Congress and the Bills of Credit emitted by acts of Assembly and Resolves of the late Convention a legal tender in all cases which said sum of four hundred and sixty seven pounds eighteen shillings and five pence Currency in Bills of Credit aforesaid so tendered by him the said Thomas Hawkins Hanson to him the said John Casey in payment and satisfaction of the principal sum of Money mentioned in the said Condition and Interest thereon he the said John Casey then and there denied and refused to receive - and this the said Thomas Hawkins Hanson is ready to verify, Wherefore he prays Judgment if the said John Casey his action aforesaid against him the said Thomas Hawkins Hanson to have or maintain ought and so forth -

And the said Thomas Hawkins Hanson by leave of the Court here and according to the Statute in such case made and provided, comes and further defends the force and injury when and so forth, and saith that he the said John his action aforesaid against him the said Thomas Hawkins to have or maintain ought not because he saith that at the time of the signing, sealing and delivery of the Obligation aforesaid, to wit on the third day of May in the year seventeen hundred and seventy eight and long afterwards the Bills of Credit issued by Congress and Bills of Credit emitted by acts of Assembly and resolves of convention were the Currency of this State and that the three hundred and ninety four pounds Currency mentioned in the Condition of the Obligation aforesaid to be paid to the said John by the said Thomas Hawkins



meant, intended and referred to the Bills of Credit aforesaid, and no other species of Money the sum aforesaid for which the said Obligation was passed by the said Thomas Hawkins to the said John having been lent to the said Thomas Hawkins by the said John in bills of Credit issued by Congress aforesaid to wit, on the day and year aforesaid at the County aforesaid that the said John never did demand the said sum of Currency or any part thereof from the said Thomas Hawkins and that the said sum of Three hundred and ninety four pounds Currency as aforesaid with legal Interest thereon from the date of the said Obligation on the nineteenth day of March in the year seventeen hundred and eighty one amounted to the sum of four hundred and sixty seven pounds eighteen shillings and five pence Currency as aforesaid and no more which said last sum of Currency as aforesaid he the said Thomas Hawkins on the day and year last aforesaid at the County aforesaid tendered and offered to pay to him the said John in Bills of Credit emitted by Congress according to the form and effect of the Condition of the Obligation aforesaid in payment and satisfaction of the Principal sum of Currency mentioned in the said Condition and legal Interest thereon which said Bills of Credit so offered and tendered he the said John then and there, to wit, on the day and year last aforesaid at the County aforesaid denied and refused to receive - and the said Thomas Hawkins always afterwards hitherto hath been ready to pay the said John the said last sum of Currency in Bills of Credit emitted by Congress aforesaid and yet is ready to pay the same, and the same sum in Bills of Credit emitted by Congress aforesaid he the said Thomas Hawkins brings here into Court ready to pay to him the said John if he the said John will receive the same and this he the said Thomas Hawkins is ready to verify - Wherefore he prays Judgment if the said John his action aforesaid against him to have or maintain ought and so forth - And the said Thomas Hawkins comes and by his said Attorney with leave of the Court here according to the Statute further defends the force and injury when and so forth and saith that he the said John his action aforesaid against him the said Thomas Hawkins to have and maintain ought not, because he saith that the said sum of Seven hundred and eighty pounds Currency in the said Obligation mentioned was not at the time when the said Obligation was signed, Sealed and delivered nor hitherto hath been nor yet is of the value of Seven hundred and eighty pounds Current Money as by Law is now