hundred and seventy six, neither hath the said John Buchanan (who hath not become a subject of this or some one of the United States) had an attorney in fact acknowledging himself as such for the purpose of receiving debts always since the said first day of September one thousand seven hundred and seventy six, and constantly residing within this State since the said first day of September one thousand seven hundred and seventy six; and the said Samuel further saith, that he did on the twentieth day of March one thousand seven hundred and eighty one, at Ann Arundel county make an oath before the honorable Alexander Contee Hanson Esquire, then and there one of the Judges of the General Court duly commissioned and qualified, that before the twentieth day of April seventeen hundred and seventy nine, to wit, some time in the year seventeen hundred and seventy seven he sold property to the Amount of sixteen hundred and fifty pounds currency, for the purpose of paying debts by him contracted before the first day of September seventeen hundred and seventy six, and that he offered in the spring of the year seventeen hundred and seventy eighty to one of the trustees of John Buchanan of London merchant the sum of money which he the said Samuel Dwall owed the said John Buchanan to wit six hundred and fifty six pounds seven shillings and six pence sterling, and interest thereon from the fifteenth day of April seventeen hundred and seventy five amounting then in the whole to the sum of one thousand four hundred and eighty seven pounds fifteen shillings and eight pence currency; and that he had always since been ready to pay and constantly kept the money by him for that purpose to the Amount above specified; and further that the money which he the said Samuel received for his property sold as aforesaid was in Bills of Credit emitted by Congress or resolves of Convention, and Acts of Assembly of Maryland; as in the said oath is expressed, and may appear, and which said Oath he the said Samuel lodged with the treasurer of the Western shore on the said twentieth day of March in the year seventeen hundred and eighty one at Ann Arundel county aforesaid; And the said Samuel further saith, that on the said twentieth day of March in the year last mentioned, he did pay unto Thomas Barwood then and there treasurer of the Western shore the sum of one thousand four hundred and eighty seven pounds sixteen shillings and three pence currency on account of the said John Buchanan agreeably to the Act of Assembly aforesaid, and this the said Samuel is ready to verify and so forth, wherefore he prays Judgment if the said Daniel his action aforesaid thereof against him the said Samuel to have or maintain ought and so forth.

And the said Daniel by his attorney aforesaid, saith, that he by any thing by the said Samuel in his first plea alledged from having and maintaining his action aforesaid against him the said Samuel to be precluded ought not, because he saith that the said Samuel did not pay unto him the said Daniel the said sum of money in the condition aforesaid specified with the legal interest due thereon on the said first day of March in the said plea mentioned in manner and form as the said Samuel hath alledged, and this he prays may be enquired of by the Country, and the said Samuel in like manner and so forth. — And the said Daniel saith, that he by any thing by the said Samuel in his second plea alledged from having and maintaining his action aforesaid against him the said Samuel to be precluded ought not, because protesting, that the said Samuel did not pay unto him the said

Daniel

Daniel as agent or trustee of the said John Buchanan before the impetration of the original writ in this cause, to wit, on the — day of in the year seventeen hundred and eighty eight, the sum of one thousand and eighty three pounds six shillings and eight pence current money being equal in value to the aforesaid sum of six hundred and fifty pounds sterling in the Condition aforesaid specified with all the interest due thereon in full satisfaction and discharge of the said Condition in manner and form as the said Samuel hath alledged, nevertheless the said Daniel by way of Replication to the said second plea of the said Samuel saith, that the writing obligatory aforesaid was made and executed by him the said Samuel and passed to him the said Daniel for a debt due from the said Samuel to him the said Daniel without that, that the said writing obligatory was made and executed by him the said Samuel and passed to him the said Daniel as agent or trustee of the said John Buchanan in manner and form as the said Samuel in his said second plea hath alledged, and this he is ready to verify, wherefore he prays Judgment and his debt aforesaid, together with his damages by reason of the detention of that debt to him to be adjudged and so forth. — And the said Daniel as to the third plea of the said Samuel, saith, that he by any thing by the said Samuel in the said third plea alledged from having and maintaining his action aforesaid against him the said Samuel to be precluded ought not, because protesting that the said Samuel before the impetration of the original writ in this cause and after the date of the said writing obligatory to wit, on the day of in the year seventeen hundred and seventy eight, did not offer, nor was prepared to pay to him the said Daniel the sum of — current money of equal value with the aforesaid sum of six hundred and fifty pounds sterling in the Condition aforesaid mentioned with the interest thereon in Bills of Credit emitted and made current by Congress and Bills of Credit made current by the Act of Assembly intitled 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 in satisfaction and discharge of the said Condition and protesting also that the said Daniel as agent or trustee of the said John Buchanan did not refuse to receive the same in manner and form as the said Samuel in his said third plea hath alledged, Nevertheless the said Daniel by way of Replication to the said third plea of the said Samuel saith, that the writing obligatory aforesaid was made and executed by him the said Samuel and passed to him the said Daniel for a debt due from him the said Samuel to him the said Daniel, without that, that the said writing obligatory was made and executed by him the said Samuel and passed to him the said Daniel as agent or trustee of the said John Buchanan in manner and form as the said Samuel in his said third plea hath alledged, and this he is ready to verify, wherefore he prays Judgment and his debt aforesaid together with his damages by reason of the detention of that debt to him to be adjudged and so forth. — And the said Daniel as to the fourth plea of the said Samuel saith, that he by any thing by the said Samuel in the said third plea alledged from having and maintaining his action aforesaid against him the said Samuel to be precluded ought not, because protesting, that the said Samuel before the issuing the original writ in this cause, to wit, on the twentieth day of March one thousand seven hundred and eighty one did not pay to him the said John Buchanan the sum of six hundred and fifty pounds sterling in the Condition aforesaid mentioned, with the legal interest thereon due according to the form and effect of the said Condition in manner and

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